CHANGING LAND USE PATTERNS IN CAMPUS PERIMETER AREAS

By
EDGAR DALLAS COOK, JR.

A DISSERTATION PRESENTED TO THE GRADUATE COUNCIL OF
THE UNIVERSITY OF FLORIDA
IN PARTIAL FULFILLMENT OF THE REQUIREMENTS FOR THE
DEGREE OF DOCTOR OF PHILOSOPHY

UNIVERSITY OF FLORIDA
August, 1967

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ACKNOWLEDGEMENTS

To Ethel, my wife, for the sacrifices which made this work possible, and to W. D. Davis, Sr., of Appraisal Associates of Kansas City, Missouri, for the inspiration to do quality work.

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INTRODUCTION

Previous land use change and neighborhood formation studies have directed their attentions toward developing a rationale from observable land use patterns developed over long periods of time. Even the "goal" theories are based on an abstraction of the ideal portions of past development. Concepts developed from these studies are useful and essential to a general understanding of urban formation. The tools developed in these studies are an important part of the professional planner's kit when he guides the growth of newly developing urban areas.

They are far too coarse, however, to guide one to an understanding of land reuse in an established, highly developed urban area or neighborhood. In a broad study, the overt action of the individual can be ignored by simply smoothing out the trend curve. In a land reuse study of an established neighborhood, the action of the individual cannot be so easily swept aside. Rather than a smooth trend line one observes a jagged, seemingly uncoordinated action. As the space of time and the size of the area under consideration grow smaller, the action of the individual assumes an ever increasingly important role. Trends derived from larger

scale studies may no longer serve as guidelines to understanding.

The purpose of this dissertation was to probe deeper into the influence of the individual's actions on land use change patterns in an established, highly developed neighborhood--the campus perimeter. The dissertation has been presented in 2 steps. Because of the lack of a clear-cut reason for the inability of the broad traditional approach to adequately explain the land reuse patterns in established, highly developed neighborhoods, Step One was devoted to a field research program seeking out the reason.

An analysis of 6 university campus neighborhoods confirmed that an understanding of community economic and social forces, and neighborhood and community relations and problems serves as an aid in the understanding of land use patterns in general. Application of these traditional methods of analysis did not, however, explain the reason for the constantly observed, illogical pattern of land reuse in these established, highly developed neighborhoods. Careful consideration of the results of Step One leads to the conclusion that a technique for looking more closely at each individual land reuse transaction was needed. Step Two was directed to this need.

In Step Two an orderly approach was developed for the use and interpretation of the public records as they relate

to land transactions. The University of Florida campus perimeter neighborhood was used as a pilot model area for the development of the technique. As the development of Step Two progressed it became evident that the technique would supplement the broader, more traditional techniques offered by the various disciplines. Essentially then, Step Two utilized the public records to reconstruct the events of individual land transactions. An orderly method of storing the data in the form of a data bank was followed. Procedures were presented for interpreting the data and relating it to the more established techniques so that a better understanding of land reuse procedures and problems in the established, highly developed neighborhood was possible. A forecast about the future land use change probability in the pilot model neighborhood was made on the basis of this technique.

CHAPTER ONE

THE PROBLEM

Traditionally, urban form studies have been based upon a cataloging of previous land use decisions which were represented by physical and observable characteristics over a given period of time. Relationships of the existing land use patterns and the less tangible economic and social aspects of communities have been tabulated and studied for trends which would aid in the effort to foresee the shape and direction of new urban growth.

Useful knowledge about urban formation and the techniques of forecasting the shape of urban growth into new territories has been gained from these past studies. Unfortunately, this bank of knowledge contributes little to the understanding of land reuse patterns which occur within the established, highly developed urban areas. Land economists and urban planners have unsuccessfully tried to apply the guidelines derived from urban formation studies to land reuse patterns occurring within established urban areas. Worse yet, they have dismissed such changing areas by neatly filing them away in a transitional zone.

Perhaps the reasons for this failure to delve more deeply into the land reuse patterns within the established

urban area is the highly fixed nature of urban improvements, the long life of the homes and store buildings, as well as the streets and utilities--each tending to make change extremely slow and costly. Complicating this is the problem of small tract ownership. Even the stage of maturity of a given neighborhood is often difficult to establish.

Plans for land use change may be in process for years depending upon the acquisition of a key tract of land. Even firmly fixed plans may change scope or direction because of an inability to "put-together"[1] a suitable tract in the desired location. As a result, land use change in an established, highly developed urban neighborhood may take place in a completely different location than if the change were occurring in a newly formed neighborhood. Even the ability of priviledged groups to alter land use control ordinances (zoning) may effect a land use change which appears contrary to logical urban development. These represent only a fraction of the problems encountered when one tries to understand the process of land use change in the highly developed urban areas.

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[1] A term commonly used when referring to the assembling of small tracts of land to form a larger and more economically feasible parcel of land.

A Nucleus for Methodology

This dissertation is directed toward an orderly approach or model to be utilized in the detecting and understanding of the pattern of events which precedes the physical evidence of land use change in an established, highly developed urban area. One characteristic common to all highly developed urban areas is the division of the land into small multiple ownership tracts. It is this characteristic which makes it most difficult for orderly and guided land use change to occur. The core, then, of any approach to the understanding of land use change in the highly developed urban neighborhood must be directed toward an understanding of the problems and processes of land acquisition for land reuse purposes.

But one cannot logically isolate the procedures and problems of land acquisition from the social and economic forces operating within a community, for each has a direct bearing on the other. Isolation of one physical segment of an urban area from the whole is possible, however, within certain bounds. Use of this technique permits a scaling down of the physical, economic, and social factors involved without distorting their relationships. The neighborhood[1] is the

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[1] For the purpose at hand, a neighborhood has been defined as a fractional urban unit which is compatible with and capable and willing to function as a division of a more complex urban area. It may or may not be a self-sustaining unit.

smallest division of the scale which still retains the icon of its larger urban area. Recent economic and social changes in the United States have accelerated the pace of change of one specific type of neighborhood common to every state in the Union. These are the campus perimeter neighborhoods. They are ideal workshops in which to observe neighborhood formation and land use change procedures. The originating force is well known and singular; the originating date known and often relatively recent and the growth pattern well established and historically observable. Of greater importance, however, is the recent and relatively sudden change occurring in the originating and supporting neighborhood forming force--the university.

Returning World War II veterans streamed onto the campuses. By 1950 the direction for higher education was well established. Fixed educational plants required that enrollment be limited to a rate at which the physical plant could be expanded. The change in the campus neighborhood could be directly related to the change in the university enrollment. Understanding of the originating force for change, the general type of change, and the general area of change in a highly developed urban area serves only as an aid in pinpointing the specific place and the type of change. These factors, however, must be known and considered in order to arrive at an understanding of the specific incident

of land use change. But this is not adequate for a complete understanding.

In developing an approach to the understanding of land use change patterns in an established, highly developed urban neighborhood, e.g., the campus perimeter, the first step was a field research program. Relationships between the originating land use change force--the university--and its community were observed, and situations which could bring about land use changes were isolated. Economic and social pressures which existed between the 2 were carefully considered. Procedures and policies which could result in obvious land use change were expanded upon as they were observed. Basically these fell into 2 groups: (1) direct land acquisition by the university; and (2) urban renewal acquisitions resulting from university pressures. Specific points of interest encountered during the field research are recorded at a later portion of this dissertation.

In the welter of individual actions which refused to coalesce into a body of sufficient character to be molded into a comprehensive general land use change model, there existed one consistent and commonly reoccurring pattern of events. That was the illogical--from the standpoint of orderly urban formation--land reuse pattern. Consistently, the explanation for this illogical behavior was the difficulty of reassembling small parcels of land into the

economically usable tracts demanded by a changing economic and social climate.

A Deeper Probe

The second and most difficult step was based upon this observation. Developing an orderly approach or technique for the understanding of the land reuse process in the established, highly developed urban neighborhood became the core of this thesis. Empirical data concerning land acquisitions are available for every urban area. In fact, so much data are available that processing them is extremely time consuming. Data of this type are meaningless, however, unless one can interpolate from such passive material the active character of events surrounding the transaction. It is the development of this technique--the interpolation of passive public records--which makes this thesis a wedge to be driven into the existing fiber of urban land studies. It is this second step which is a departure from past forms of urban studies.

A Look at What Has Been Done in the Past

One important part of the problem encountered in researching this dissertation topic was the broad nature of previous urban studies. Stress had been placed on the understanding of urban formation and expansion. As a result few guidelines existed for the understanding of land reuse

problems and patterns. A brief review of the standard works in urban form studies in the United States is presented here so that the reader may reacquaint himself with them. This will, perhaps, provide a sounder basis for understanding why a 2-step approach was taken to the problem.

Geographers, economists, land economists, historians, ecologists, sociologists, and demographers have, through their various research efforts, contributed to a better understanding of the process of urbanization.[1] Even the poet Kipling entered the field when he wrote:

> Thus from the midday half of
> charnock grew a city
>
> As the fungus sprouts chaotic
> from its bed so it spread
>
> Chance-directed, chance-errected,
> laid and built on silt
>
> Palace, byre, hovel, poverty
> and pride side by side

What he expresses is perhaps an extreme example of the frequent illogical rearrangement of land use in the established, highly developed urban area. He observed the illogical, but academic research has been directed toward finding a logical pattern or trend of land development. Hewing closely to this line they have failed to cut deeply enough into the

---

[1] Any process of urbanization involves some land use or land ownership change.

problem to bring forth the mundane and often illogical land reuse characteristics which occur in highly developed urban areas.

Typically, studies of the internal structure of urban areas involve one of 3 topics: (1) the nature of a given phenomenon in the area; (2) the association between the distributions of 2 or more classes of phenomena; or (3) combinations of, or changes in (1) and (2).

The possible methods or techniques of pursuing these major topics have been described by Lynch and Rodwin in "A Theory of Urban Form" [1][1] as: (1) descriptive, a method frequently used but lacking in insight to the underlying reasons of urban form; (2) pragmatic, a method of concentrating on current and foreseeable problems relating to the affairs of the community, a problem-solving technique which excludes the general or theoretical approach to viewing urban form; (3) goal-form, an expression of the physical form necessary to conform to the goals of the community, presenting a precise picture of the physical need for analysis in a model of such detail that all necessary physical features are projected and viewed in such clarity that problems which may arise in the future can be considered today.

---

[1]Closed brackets refer to a keyed bibliography at the end of the text.

Guttenburg in an article entitled "Urban Structure and Urban Growth" [2] views urban structure as resulting from the location of the population in optimum time distance from community serving facilities. He concluded that a balanced or optimum structure exists when total distances from community serving facilities are at a minimum. Time distance factors depend on: (1) density of the population; (2) degree of dispersal of community serving facilities; and (3) degree of mobility of the population and the efficiency of transportation routes. As the city expands total distance between the population and the established community serving facilities increases. Under these circumstances the shape of the urban structure must change until time distance factors come into balance by improved transportation routes to the immobile community facilities, or creation of additional units of the more mobile community servicing facilities closer to the expanded population. Either, or a combination of such methods, will shift the degree of the desirability of the older established sites and create newly desirable sites, both actions causing a shift in land value and a restructuring of urban form.

If time distance is the only factor to be considered as an urban shaping influence, an urban area will take the shape of some form of a sector pattern if a core area exists which is served by a few radial transportation routes, or some form of multi-nuclei if transportation patterns are disrupted or are inefficient.

New locations at greater distances from community serving facilities, but with the same time distance factors as old locations closer to community facilities, create competition for land use resulting in translocation of existing establishments, transition uses, and density levels.

Guttenburg foresees that if too much emphasis is placed on transportation, then social, cultural and political influences, which are urban forming factors, may be unduly neglected. He concluded, regardless of the lack of truly scientific methods in existence for analyzing urban form, that hypothetical and empirical methods could, and should, be developed for studying the various related phases and factors of urban structure in greater detail.

W. G. Hansen in "How Accessibility Shapes Land Use" [3] developed a land use model based on time distance factors. The model was constructed to examine the relationships between residential development and accessibility to commercial, industrial, and other residential locations. Time distant factors are expressed as exponential functions. The method of construction was to establish ratios between accessibility from residential zones to other zones, strength of attraction to the other zones, and travel time to some power of "n." Several ratio formulas were developed for this purpose.

A specific area was chosen from which to construct the model. An empirical check of the results indicated 30 per cent accuracy in 40 per cent of one specific area, and 60 per cent

accuracy in 70 per cent of a specific area. Statistically this degree of accuracy indicates that models may be developed using time-distance factors to analyze reasons for existing urban structure, to be used as an effective guide in scientific planning of urban structure, and to use in predicting the shape of future urban form.

Chapin of the Institute for Research in Social Science, University of North Carolina, published a research monograph, Land Development Patterns in the Piedmont Industrial Crescent [4], outlining an urban form study being done under a research grant.

The purpose of the study was to formulate a systematic procedure for defining and measuring land development patterns of cities and to develop an approach for identifying the major factors that influence urban form. The physical area of the study was the cluster of cities in the Piedmont area of North Carolina from Greenville to Raleigh.

A review of the concepts of urban form indicates that the authors are basically city planners. They view urban form as resulting from a goal-orientation theory in which urban form results from, or is constructed within the framework of, a defined series of basic goals resulting in the activities and flows of people and goods. In the function theory they vision urban form as a model based on a system of relationships observed in the key functions of the city; and in the behavior theory urban form is viewed as the result of the ends of

society being served and if these ends are actually the goals of the society then urban form is basically predetermined.

The general hypothesis of the pilot model was that urban development is the result of many actions, private, public, and governmental; that certain actions are "primers," or in a sense basic action, i.e., industrial location, new highways, or public decisions; that other actions are secondary, or resultant actions, i.e., development--residential, commerical, and institutional.

The variables of the model are several: (1) land development has a mathematical relationship to peak corner value; (2) topographic characteristics influence development; (3) transportation routes influence development; (4) industrial locations influence development; (5) city serving facilities influence development; (6) city utilities location influence development; and (7) city control and planning programs influence development. Certain assumptions are necessary in the construction of the model. If land development is free of all influences, except the influence of grouping toward a common point, land use intensity would assume a bivariant distribution pattern. Variables may be introduced to account for deviations from the circular normal patterns by using a multivariate analysis with a linear form of multiple regression: $Y a b_o \ b_1 w \ldots$. The dependent variable Y is the deviation from the expected intensity of development. Beneficial observations may be made by the correlation of

pairs of dependent variables derived from a single or various combinations of independent variables. Varying degrees of interrelationships may occur among various mixes of independent variables.

Certain deviations occurring in the actual model were explainable by further testing. One-third of these deviations were explained by selected variables being tested in combinations.

Work with this mathematical model indicated that urban development could be measured in relation to a mathematically defined distribution around a peak-value corner in the central business district; that accessibility of a particular residential area to particular employment activity varies directly with the size of the activity and inversely with some function of the distance between them; that a proportion of total residential growth in an urban area that will be attracted to any particular residential zone is a function of the amount of developable land available in that zone and its accessibility to employment. It is proposed that a model of this type will furnish insight into land development, aid in detection of growth problems, and the testing of proposed policy alternatives as well as to help explain urban structure in general.

Harris and Ullman view urbanization in the traditional descriptive manner in "The Nature of Cities" [5]. Cities, focal points in the occupation and

utilization of the earth, may generally be described as: (1) central places serving surrounding areas; (2) transport cities located at bulk-breaking points; and (3) special function cities performing basically one service, i.e., mining, manufacturing, or other special purpose functions. Internally city structures are usually unique, but contain in some ratio residential, industrial, and commercial sectors. Three basic classifications of urban structure are usually emphasized: one, Burgesses' 1925 concentric zone theory consisting of the core and its concentric rings of (1) transition to other uses, (2) workers' homes, (3) better residences, (4) higher class residences, and (5) commuter residences; two, the sector theory based on the Homer Hoyt study of the 1930's in which development of urban structure was considered to occur axially along major thoroughfares outward from the core area with similar types of land use tending to remain grouped and growing outward in a group pattern; and three, the multi-nuclei theory, i.e, London and New York. This theory is like the concentric circle in its tendency to concentrate on the grouping around a core area, but unlike it in having more than one nuclei. The multi-nuclei urban structure, while tending to orientate around a central nuclei, or core area, is constructed of individual nuclei in order of its strength of attachment to the central nuclei.

At this point in the chapter it should be apparent that many approaches have been taken to the study of urban structure and that only a very few can be touched upon herein. There is much debate about the value and validity of many urban form studies. One such debate involves the sector theory put forth by Homer Hoyt in the 1930's. It has been more than 30 years since the study was made, but Dr. Hoyt is still actively defending his work from critical reviewers. A brief review of the original work is presented here as well as recently published objections, and replies from Dr. Hoyt.

During the depression days in the early days of 1930, Dr. Homer Hoyt, working under Dr. Fisher, conducted a study of the characteristics of the housing market so that a sound mortgage financing program could be established for the fledgling Federal Housing Administration program. In 1939 the results of the study were published in book form as The Structure and Growth of Residential Neighborhoods in American Cities [6].

The purpose of the study was set forth as the exploration of the American city to ascertain if there was a logical and definable sequence of growth common to all cities and, if a pattern existed, to find a suitable method of expression, i.e., cartographically or verbally, so that the results could be presented as an aid in the analysis of the future growth of American cities. The method used in the study was to investigate the physical characteristics of a select number

of American cities representing the typical range of such cities. This was done by mapping, block by block for each city, apparent, describable, and measurable characteristics of the city which might reveal consistently similar internal structure.

After the initial investigation the study was restricted to the study of residential areas with an emphasis on: (1) race; (2) age of improvements; (3) condition of improvements; (4) rental characteristics of the improvements; and (5) a combination of all 4 items.

After correlating all phases of the study, it was concluded that: (1) high grade residential growth tends to proceed from the given point of origin, along established lines of travel, or toward another existing nucleus of building or trade centers; (2) the zone of high rent areas tends to progress toward high ground which is free from the risk of floods and to spread along lake, bay, river, and ocean fronts, where such water fronts are not used for industry; (3) high rent residential districts tend to grow toward the sector of the city which has free open country beyond the edges and away from "dead end" sections which are limited by natural or artificial barriers to expansion; (4) the higher priced residential neighborhoods tend to grow toward the homes of the leaders of the community; (5) trends of movement of office buildings, banks and stores pull the higher priced residential neighborhoods in the same

general direction; (6) high grade residential areas tend to develop along the fastest existing transportation lines; (7) the growth of high rent neighborhoods continues in the same direction for a long period of time; (8) deluxe high rent apartment areas tend to be established near the business center in old residential areas; and (9) real estate promoters may bend the direction of high grade residential growth.

Thus, the Hoyt study indicated that there was a tendency toward a specific patterning of the residential structure of American cities. The quarrel over the sector theory does not arise over this premise, but rather over what shape actually results from what forces, and, whether resulting shapes from similar forces are the same from one city to another. In the 1950's reoccurring interest was shown in the sector theory in an exchange of published articles between Doctors Hoyt, Rodwin, and Fiery. Dr. Firey in "Land Use in Central Boston" [7] criticized severely the sector theory stating that urban form depends on the cultural system and its ultimate goal, not on a mechanical analysis of past cartographic characteristics and proceeded to suggest that the sector theory should be replaced with his goal formulation theory. Rodwin in responding to Dr. Firey suggested that Firey's approach might supplement the sector theory, but never replace it. Rodwin in "The Theory of Residential Growth and Structure" [8] made a critical review of the sector theory.

Rodwin concluded that Hoyt's empirical approach was narrowly interpreted, and summarized in too general a manner that it lacked deductive scope and value. He found in applying Hoyt's premises to Boston that certain ambiguities, oversimplifications, and questionable assumptions were obvious. He felt that sector assignments by average rents ignored rent deviations and suggested that these sectors be redefined as "a radial residential grouping" usually capable of expansion along or close to an avenue of transportation and comprising enough families able to afford a comparable type of housing to establish a pattern. He felt Hoyt's rent criteria were not realistic because it oversimplified the complicated class structure, leading to gross limitation of small homogeneous communities; that the intermediate income group as a classification included such a diverse grouping that a useful application was virtually nonexistent. It appeared to him that important definitions necessary for adequate analysis and description were lacking; that such an empirical study of a relatively laissez faire market could not be expected to be applicable to a changing future; that it lacked consideration of costs, all creating new forces to shape urban structure.

Rodwin continued his critical analysis of Hoyt's sector theory to say that oversimplification existed in: (1) amalgamating influence of society leaders which appears to exist only in small homogeneous societies; (2) that there was a disregard of the importance of multiclass structure;

(3) that contiguity is impossible between all members of classes; and (4) areas are only vaguely defined by rental areas. Rodwin then proceeded to suggest his own revised model of how Hoyt's original study should have been conducted. The model would function concurrent with Hoyt's original model, but would include such supplemental features as economic, sociological, geographical, historical, and technological. He would also formulate a policy to overcome the weakness of a laissez faire society and greater serve the needs of mankind.

Dr. Hoyt rebuttals in "Residential Sectors Revisited" [9]. To Rodwin's charges of oversimplification he stated that measurable information was possible to obtain on rentals on a block to block basis, that a very detailed analysis had been made, and that the conclusions were not vague. Further, that while such detail was available for rentals that the same quality of data was impossible on the leaders of the community. Multiple class structure was not overlooked since, in the context of the study, it was not found to exist except between Negro and white persons. The purpose of the study was narrow in that it was an economic study, not a social study and that it did not imply or state things attributed to it by Rodwin. It merely indicated past trends, and did not try to justify them or to use them as tools to reshape society. Hoyt commented that nothing in the original study passed moral or social judgments on the migration of the Negro into the white neighborhood, only that an economic and

structural change of urban form took place where such migrations had occurred.

Dr. Hoyt's closing statements emphasize the broad scope of the students of urban structure and the many problems and facets to be encountered and overcome in the study of urban structure. He said, in effect, Rodwin's assumptions are based on a welfare state with his object being the complete socialism of the United States. The complete lack of, and the impossible task of obtaining, information on "culture and class" makes it impossible to even consider Rodwin's proposed model.

This exchange of views has been discussed here to show the dissatisfaction with the present field of urban study in general.

Campus Perimeter Studies

It was found that the University of Wisconsin's well-stocked library for the Department of Urban and Regional Planning contained a small amount of data relevant to campus neighborhoods. A copy of the San Diego State College Area Plan [10] presented a comprehensive study of its campus perimeter. Three land use control plans were considered as means of minimizing irrational land use and reuse development of that campus perimeter neighborhood. A suggestion was made that the best solution to the campus perimeter land use problem was to retain the existing single family residential development and to supplement it with plans for

the development of additional housing. It was suggested that this was the only way to prevent downgrading of existing properties.

As late as 1964 there was consideration given to the idea that the University of Wisconsin should develop additional detached and autonomous university sites at Madison. A report prepared by James A. Olle gave considerable detail to such a proposal [11]. The data and detail were impressive, but there was no letter of transmittal indicating for whom the report was prepared. Further investigation revealed that the report was so abstract that it could serve no practical purpose. Here was a pitfall which could have led an unwary observer to an extremely erroneous conclusion on the direction of the impact of University expansion on its campus perimeter neighborhood. No data should be accepted without knowledge of the reason for its preparation.

Two master's theses had delved into the campus perimeter on limited scales. A Case for Faculty Housing at the University of Wisconsin--Milwaukee presented an interesting view concerning campus perimeter land use change [12]. Briefly, the thesis pointed out that the University of Wisconsin--Milwaukee was, in 1963, a new University whose curricula were just beginning to grow substantially. However, the University was faced with rapidly reaching a saturation point within its restricted boundaries. The University is responsible for the effects of its reactions upon the community in which it is located and as such should be charged with

providing a safeguard against its actions. Increased enrollment creates excessive demands upon the existing supply of academic housing. Overloading of existing facilities leads to makeshift use of those facilities, e.g., private homes and commercial space were converted to academic use. Office of Psychology, R.O.T.C., and Campus Planning were housed in what was formerly neighborhood residential accommodations. As the pressure increases to convert from residential to non-residential use, available residential properties in the immediate area are downgraded, resulting in panic selling and decreased property values.

Griesbaum points out that rooming house demands on the campus perimeter are another detrimential force generated by the University. He concluded that while the Milwaukee zoning regulations had been instrumental in holding down the conversion of private residences into rooming houses that there could be a breakdown in the control unless adequate dormitories were provided. If adequate dormitories were not provided, pressure for zoning variances could cause considerable change in campus perimeter land use.

A Summary of Pertinent Statements Received From a University Housing Questionnaire presented a superficial view of a portion of a study that was conducted by the Columbus, Ohio, Planning Commission, to learn what, if any, relationships existed between the academic operations of the university and the community in which it was located [13]. It was

felt that in analyzing the procedures and the relationship developed in other cities having similar university neighborhood problems, that Columbus might utilize the more promising results in guiding the development of an Ohio State University district. Eleven of the 15 questionnaires sent to universities and planning departments were answered. A portion of the Summary is substantially reproduced herein as a quote:

> Evanston, Illinois: A "University District" zoning classification was established to eliminate mixed uses in the university neighborhoods. Such uses often have adverse effects on the character of many districts, particularly residence districts. . . . Northwestern University has now grown to have substantial influence on the character of its neighborhood. It, therefore, seems appropriate to the general purposes of zoning to recognize this situation by establishing a district for the University and other institutions . . . in the immediate vicinity. This will set limits to the campus needs of these institutions by providing for their reasonable expansion, at least in the foreseeable future, and will prohibit such uses in the other districts.
>
> Question One: What are the future goals of the university neighborhood? What in general should a university neighborhood be?
>
> Berkeley, California: Generally it is desired that the university neighborhood be compatible with the adjacent portions of the community, and that it be predominantly campus oriented.
>
> Minneapolis: . . . the community is witnessing a period of haphazard growth. Some 1,100 apartment units were built in the last eleven years. The majority of them were built without sufficient concern for the future of the community. . . while the community, being in the proximity of the expanding university

and the renewing downtown, has one of the greatest opportunities to grow, it found itself under the most serious threat of chaos, deterioration, and decline.

Philadelphia: The area is one of the world's largest educational research centers and is located across the river from downtown Philadelphia. Philadelphia has formed an organization which establishes goals for an area which contains five institutions. The West Philadelphia Corporation's main purpose is to halt blight and raise standards of the highly developed area.

Cambridge, Massachusetts: . . . never been possible or essential to fully define the relationship between the universities and the city, because Cambridge had moved along in a generally prosperous manner. More realistically, Harvard might want the city to shape itself to the needs and interest of the University and to its off-campus residents.

Question Two: What problems are created by student housing? Is it the responsibility of the city or university to set standards for students?

Berkeley, California: . . . serious overloading of parking facilities adjacent to student housing areas. . . inequities caused by heavy demand on public facilities in the married student area . . . . noise and similar nuisances . . . . seems logical that the university should set housing standards for students, although in special instances joint efforts with the city might be advisable.

Minneapolis: . . . adequate study facilities . . . . parking, recreation area, noise, etc. . . . cooperation between city's legal standards in rooming houses and university inspection of student housing . . . . demand for low cost housing near campus.

The balance of the questionnaire was constructed to be of value at a given point of time--1963--and information obtained was considered to be of little significance to this

thesis. However, certain conclusions which were drawn are worthy of repetition.

> 1. A university district, in general, should be a compatible neighborhood, serving adequately and efficiently the needs and desires of university-oriented people and the private citizen of the district. These relationships should in turn be compatible to the entire city plan.
>
> 2. Constant cooperation between the university and its neighborhood should precede any mutual decision, especially when these decisions affect one another.
>
> 3. Special "University District" zoning classification could help ease problems of zoning, planning, and development of areas.
>
> 4. Housing in the university district may be aided by the use of urban renewal methods such as conservation, rehabilitation, and clearance. Expanded roominghhouses and new privately financed off-campus dormitories could help satisfy the pressure of growing enrollments upon housing.

The Summary while superficial in nature lead the author to chose the Columbus, Ohio, area as his second study area of a large school in a metropolitan area.

Geographers are concerned with the geo-spatial distribution of people and their activities. His concern is with the obvious change that the land use wroughts on the space which it occupies. A classical geographer's approach tothe analysis of a neighborhood is the Murphy-Vance technique [14]. This approach is summarized as follows: map the land area by ground floor use, then continue to map the same area by each upper floor use, all on a block by block basis.

They found that 3 useful indices could be developed in this fashion: (1) the Total Height Index in which the total floor area of each block is converted into an average height ratio for each block. This is done by dividing the total floor space by the possible ground floor area; (2) the Central Business Height Index which is established by dividing the total floor area of all central business uses by the total ground floor area of each block; and (3) the Central Business Indensity Index which is obtained by dividing the total central business area by the total floor area and multiplying the result by 100. When this is done block by block the index will generally be less than one.

There are variations of the Murphy-Vance model which increase its scope and use far beyond that implied by the brief description just presented. The model is useful in delineating a neighborhood and defining it in terms that can be used to measure and compare similar neighborhoods in other areas. However, it is a static model which views only the end result and ignores the instigating efforts. It fails to take into account the underlying and restless action of the multitudes of individual transactions, each building one upon the other, which are the dynamic forces building toward an ultimate land use pattern at a given moment of time.

The study of the urban area is a very broad and important one and will increase in importance with the expanding population growth and the tendency to group into urban areas.

The concentration of population in urban areas is exemplified by the 15 million New York population with a density of 3,750 persons per square mile, and projections for cities in India ranging from 36 to 66 million people by the year 2000. Academic interest in the field is shown by the theoretical explorations made by Walter Isard, Jean Gottman, Lloyd Rodwin, Kevin Lynch, Stuart Chapin, and Melvin Webber. No one approach to the study of urban structure has even approached a satisfactory method or technique of investigation. Both theoretical and empirical techniques will continue to develop aids in the study of urban structure but it is unlikely that they will yield any startling results in the foreseeable future.

The Traditional Approach and the Deeper Probe

Thesis research and analysis has been divided into 2 sections. In Step One, university neighborhoods, their land use patterns and community problems influencing these patterns were considered generally. Traditional techniques were utilized to see if there were land use characteristics which tended to be repeatedly observed, in similar spatial order, from one campus to another. A broad general pattern of original land use was observed. Also observed, however, was

a significantly disturbing feature--the illogical[1] pattern of land reuse.

Economic and social forces which helped shape the original neighborhoods were much different than those which were reshaping the Post World War II campus neighborhoods. Original development evolved about the division of large parcels of land owned by a few individuals. Subsequent demands were met by further subdivision. A logical pattern of events is observable in this type of development.

Even though the new economic and social climate demanding land use change was very similar from one campus neighborhood to another, the land reuse patterns were not. Unfortunately, reversing the development process--reassembling the individual parcels--under a different set of economic and social conditions cannot proceed in the same logical manner. In a neighborhood where a multitude of owners hold small parcels of land, the action or inaction of each owner has a direct bearing on the land reuse pattern. Because the new economic and social climate was so much more forceful than the originating economic and social climate, land lying outside of the original neighborhood boundaries and the actions of its owner also had a direct bearing on the land reuse pattern.

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[1] The term illogical is used to indicate that the mixture of incompatible uses prevented the realization of the maximum efficiencies and a loss in amenities.

Probing more deeply into the factors creating an illogical[1] land reuse pattern on the campus perimeter was the role of Step Two.

[1]See footnote on preceding page.

THE TECHNIQUE: STEP ONE

(Chapters Two through Four)

Field Research Results Obtained by Utilizing
the Traditional Techniques

CHAPTER TWO

THE APPROACH TO STEP ONE

History

In Europe the great universities developed in the great cities which provided the safety, stability, and resources necessary to support a student body and their teachers. From the beginning there existed a community and university conflict. Perhaps in recognition of this history of conflict, the founders of the great English universities sought to establish their schools in the countryside. American founders followed the English pattern, e.g., Harvard was established in rural Cambridge far removed from the rot and decay of Boston; the University of Michigan was located in Ann Arbor, then far from the city of Detroit. Seven other universities in the "Big Ten" are located in small towns. Many universities attempted to escape urban encroachment by abandonment of their existing physical plant and re-establishing in the countryside. This manner of escapism failed, e.g., the University of Pennsylvania moved several times and John Hopkins fled to suburban Baltimore to get more growing room--both are now totally urbanized.

Regardless of their locations, universities have historically tended to become introverted, to be concerned with their own scholastic problems, and to be indifferent to their surroundings. It is this attitude of isolation which has led the community to look upon its university neighbor as an arrogant snob. This attitude appeared to be magnified as the urgent need for university expansion came in direct conflict with the desires of the neighborhood to maintain a character of its own. It is evident that the presence of the universities generated observable pressures upon their neighborhoods which led toward accelerated land use change. These pressures were not so obvious when the bulk of student enrollment was small and consisted largely of the off-springs of well-to-do families. However, with the rapid Post World War II increase in college student enrollment, e.g., in 1941 only 26 per cent of all high school graduates enrolled for college work while in 1965 the percentage exceeded 66, the pressures became glaring.

General Problems

A broad stroke of the pen reveals these pressures: students today need cheap housing, cheap food, cheap personal services, and cheap entertainment, and all in great quantities. The university neighborhoods were not designed to cope with this quantity or quality of demand. Because the universities have been unwilling or unable to devote

sufficient resources to the provision of the full range of services needed by its students and faculty, there has been an influx of commercial services, rooming houses, and other uses to meet the demands of the university community. However, the existing high-land-coverage-narrow lots bounded by a gridiron street pattern form a neighborhood entirely unsuited for the intermingling of residences, commercial establishments, fraternity and sorority houses, and religious foundations concurrently expanding in the area. A combination of physical obsolescence, overcrowding, and traffic congestion has resulted in the symptoms of incipient blight which are apparent today.

Added to the existing problems is the uncertainty as to the extent of future university expansion. The dynamics of the problem are not all in one direction. Physical plants and grounds of the universities must expand to meet the influx of students. Almost all universities have become land locked to some degree. This means that not only the function of the neighborhood becomes disturbed, but the very structure of the neighborhood itself must change. In an effort to take up the student service and housing slack, the universities have tried to provide some services themselves. Because of the inability of the community and the university to communicate about even the most basic common problem, the campus perimeter takes on a slow pulsating land use pattern as it contracts and expands in an effort to

secondguess university policy. As one city official in Madison, Wisconsin, described the situation, "There are so many people with the authority to speak for the university that one never knows whose words to plan from."

The fact that such general problems exist is evidenced by the words of Dr. Charles Kimball[1] who expressed the need "for a much better understanding and more cooperation between town and gown." Problems of such a common nature can be discussed generally with the same questionable value that human illness can be discussed generally. Thus, as in the treatment of human illness, the treatment of the problems existing between "town and gown" must proceed on a personal basis, i.e., the problems existing between the University of Florida and its community can be classified as common to all other universities. But, when viewed in their spatial context, these problems and their treatment take on a unique characteristic because of the specific nature of the human and physical elements involved.

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[1]President of Midwest Research Institute of Kansas City, Missouri, speaking to the Big Eight University-City organization, a unique group formed bythe mayors, city managers and university officials from Lawrence and Manhattan, Kansas, Boulder, Colorado, Lincoln, Nebraska, Columbia, Missouri, Stillwater and Norman, Oklahoma, and Ames, Iowa, meeting on January 7, 1967, at Lawrence, Kansas, to discuss common problems between the universities and their communities.

Specific Problems

When scanning the general problems, one becomes aware of a natural ordering of their influence relative to land use change patterns. Two turbulent storm centers tend to spawn the majority of the lesser problems. First is the political conflict between the university--a sovereign arm of the state government--and the autonomous local government. And, secondly is the conflict between the university and the general public. Largely created and supported by the state government for the general public, one would reason that no cause exists for these conflicts. But, they do exist. They feed on a common problem--an inability to communicate. One would think that the high academic training of the university representatives would enable them to offset any problems of communications arising from the less educated groups in the political and public area. This unfortunately is not the case.

While recognized by both the university and the public, little headway has been made to correct the communications problem. Julian H. Levi, Assistant to the President, University of Chicago, noted "Institutions tend to talk institutionalese, and I have found (I am even ready to patent a rule of social behavior) that the lower you go on the institutional chart, the higher the level of institutional arrogance" [15, p. 13]. While on the public side, Francis J. Lammar, Executive Director, Philadelphia Redevelopment

Authority, remarked "But I wonder how often our programs fail because people who learn to speak the academic language fail to interpret their ideas in terms significant to the average citizen" [15, p. 23]. Oliver Brooks, Vice President, University Circle Development Foundation, Cleveland, Ohio--a foundation established to advance the well being of a close knit circle of institutions--remarked that:

> Community relations, applied to the urban university, seems to be a no man's land somewhere between the self-interest of the university and the self-interest of the delicatessan. I refer to a no man's land, but I believe it cannot remain a no man's land. If it remains so, it will do much more violence to the self-interest of the university than to the corner delicatessan. [15, p. 34].

As a solution to this dilemma he suggested "We must approach this problem of community relations, first by recognizing that there must be two-way communications. This is not always easy" [15, p. 34].

Field research conducted during the course of this thesis indicated that the negating effect on ideal land use patterns on the campus perimeter neighborhood, which is due to the poor relationship existing between the university, the local political bodies, and the general public as a result of the inability to communicate adequately, is and will continue to be a critical factor in land use change patterns on the campus perimeter neighborhood.

The Effect of Zoning and Planning on the University Neighborhood

Common to each campus perimeter is the community effort to control the type, quantity, and quality of land use. The program is usually an integral part of the city comprehensive plan. Most frequently efforts for effective land use control have failed, or been only partially successful. Pertinent land use control information has been included in the field research discussion. In order to facilitate a better understanding of these bits of individual references to the efforts of community land use control, a review of land use control history and procedure is introducted at this point. The review also is desirable before developing the basic procedure in Step Two. Land use control procedure plays a role in the understanding of the land reassembly procedure.

Zoning in General

Zoning, including its administration and its judicial review, represents the unique American contribution to the solution of disputes over competing demands for the use of private land [16].

Aversion of Fifth Avenue New Yorkers to the encroachment of the garment industry unon their domain greatly contributed to the growth and survival of zoning in the United States. As John Delafons noted:

> It was a means of strengthening the institution of private property in the face of rapid and unsettling changes in the urban scene that zoning won such remarkable acceptance in American communities [17, p. 231].

In much the same manner, it is the current unrest created by the rapid growth of universities relative to their surrounding social and economic climates which brings this present dissertation into being.

While the theme of the dissertation is land use change on the campus perimeter it is necessary to consider the impact of land use planning and the tools of land use control on the area under consideration. Because of the ambivalent history of land use control it was considered desirable to present a historical overview.

Initially, zoning spawned from the legal minds who believed that the courts, operating under the cloak of the police power, could be induced to permit an extension of municipal common law nuisance doctoring to include a comprehensive land use program. Zoning, the most persuasive planning tool, has undergone changes so drastic as to make it almost impossible to compare it as it appeared in the 1920's with its progeny 4 decades later.

Zoning, the division of the community into zones or districts, each with its own designated use, bulk and open space regulations, was extended to overcome the legal infirmities of the block ordinances by providing a comprehensive scheme of regulation for the entire municipality. In the

decades from 1920 to 1940 the common concept was to construct each district as cumulative. That is, all of the uses permitted in the highest district would also be permitted in all of the lower districts with each district permitting all of the uses permitted in the next higher ranking district and excluding the uses permitted in those districts of lower ranking. The mechanics of the process are simple and straight forward. However, the underlying currents which these mechanical processes do not reveal are deep and turbulent.

These data about the mechanics of land use control are plentiful. But one finds a void when searching for writings on why and how the planner, plan commission, or the speculator acts as he does in the matter of land use planning.[1] One finds, instead, articles on the role of these individuals relative to the goals of their community.

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[1]There must exist a deep seated feeling about local land use control practices for the procedure to have remained under local control in the face of the ever enveloping concentration of federal power. A special force must drive the local populace to such a strong conviction that they alone are competent to decide land use in their own area. This determination lies at the grass root level--in the individual. This economically motivated individual reluctantly releases some of his rights to the less realistic planner and the locally elected administrator. The individual sees his alienated rights as tethered to a short, tight leash on which he can effectively tug when he wishes to change the course of land use control administration. When all leashes are snugly cinched, the planned program of land use control works smoothly because all goals are community goals. It is this situation which one finds so generally discussed, and which is again rehashed in this section. (Continued)

There is, however, a lack of understanding concerning the overall effectiveness of land use control programs in general. Such a lack of understanding includes why the control breaks down, and how to cope with the breakdown without altering the existing program. A portion of this section is directed toward a better understanding of the problem while the balance of the section is directed toward an understanding of land use planning and control techniques in general.

In the face of a galaxie of zoning regulations it is still the private citizen, in his role as speculator, that remains the catalyst of most land use changes. He initiates more than 50 per cent of the total construction in this country. However hard the public plans and zones, unless some speculator is willing to build according to the plan, there is no building done. Some speculators specialize in buying properties, commonly referred to as "sleepers" which are underutilized because of adverse zoning, knowing that in time they will be able to force the local authority to upgrade the zoning. The local developer believes that he has knowledge of the proper use of his land which is far superior to that

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(Ctd.) It is when one of these individuals begins to tug at his leash in order to regain some of his alienated rights, secure in the knowledge that in a ceteris paribus situation he stands to gain economically, that a lack of understanding develops.

of the professional planner. This layman is inflicted with the heady power of direct participation in decision making, free of any centralized guidance or regulation. He is at times a truly disruptive force.

Property Value Theory

Professor Ratcliff[1] has remarked that "In the perfect market, natural zoning would result." However, no perfect market exists and zoning is man-directed and chaotic in nature. In spite of this appearance, there is a starting point and a generally accepted though vague outline for this land use control technique. While zoning was a progeny of the desire to protect the single-family neighborhood, there have developed at least 2 rational theories for its support and continued use. One is the "property value theory" stemming from Professor Ratcliff's "perfect market--natural zoning" concept, and the "planning theory."

The value theory stresses the maximizing of property values. Under this premise one sees the dynamics of the community, so long as the community remains economically free, as dictating the uses to which land will inevitably gravitate, whatever expedient of zoning is employed. In this vein, George Creamer remarked "Zoning otherwise employed

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[1]Economist at the University of Wisconsin.

than as a braking mechanism is probably misapplied, and, historically, is probably futile" [18].

Under such a premise, zoning functions merely as an adjunct to the market mechanism. Each piece of property is presumed to be used in a manner which insures maximum total property value. Thus each property would be utilized to its "highest and best use." It is believed that such a goal is feasible when the common law concept of nuisance is extended to include uses which detract from the value of other property to a degree significantly greater than it adds to the value of the property on which it is located.

Zoning, properly concerned, does no more than protect the market from "imperfections" in the natural operation of supply and demand. Unable to function by itself because of market imperfections, zoning must be directed. This is the role that Ratcliff assigns to city planning:

> We start with the premise that the arrangement of community land uses should be the product of social preferences; and that, but for the imperfections of the real estate market, the market interactions of demand and supply would create a city so organized. Thus we view city planning as a device for releasing the basic forces of demand rather than inhibiting them [19, p. 328].

Conceptually, this overlooks the fact that only economy and efficiency are reflected in the market price. No beneficial or detrimental impact of a land use upon other lands is reflected in the market for a particular land use, i.e., social costs are not taken into consideration.

Planning Theory

With the increased emphasis on professional planning after World War II, a different concept of zoning began to develop. Zoning to the planner was a "principle" in which each district should be exclusively reserved for the uses considered most appropriate in that district. A hierarcy of uses was seen as unsound. Each class of uses was seen as possessing equal dignity, and each was entitled to protection from the degrading results of intermingling. The "separate but equal facilities" doctoring was introduced to zoning.

Strengthening such a concept was the planners' conviction that it was not only proper but feasible to predict the best direction and type of growth for each community and to chart such growth via a "master plan." A map of such a plan would show the appropriate use of each section of a community in advance of its development. The acceptance of this Planning Theory of zoning over the Property Value theory was given a helping hand by the thrust of industry into the suburbs and the resulting desire to guard potential industrial sites from fragmentation by non-industrial development. Because the principle of exclusive districting stressed the differences between uses, it discouraged the search for ways to recognize and to express in the law the similarities between different uses. In an era of increasing social mobility and rapid changes in building techniques and production processes, such a status quo premise proved unwieldy.

A breach appeared in the planning ranks with some planners proposing that the offensive characteristics of a use be identified. Only those industries not having, or those willing and able to correct such offenses, would be permitted to occupy appropriately controlled areas. If flexibility was desirable here, then it would also be necessary for the concept of the rigid master plan to become more flexible. Increasingly there has been a substitution of verbal plans for mapped or graphic master plans. A growing pace of statements of municipal objectives reflects an awareness that precision in prediction is not feasible and that classification by use is not necessarily the best guide to sensible urban development.

Performance standards were presented as an alternative to the rigid district concept. Industrial districts fell readily to the more flexible land use control methods. But, zoning or ordinances which contained such phrases as "Octave Band" and "Oder Threshold" soon became too complicated for the typical municipal administrative machinery. Norman Williams observed:

> It is a bit fantastic to make a big deal about working out more elaborate planning controls involving much more complex administration, and then to turn them over to administrative machinery which can't keep track of a copy of the current zoning map [20, pp. 73-74].

The antithesis of the rigid district concept has been reached with the spreading use of the Planned Unit Development, which, in effect, applies performance standards to residential uses.

An example of planned unit development is given at another point in this thesis, but the wording of a typical ordinance reveals the scope of flexibility:

> The purpose of this section is to encourage planned unit development of dwelling groups. The intent is to permit a developer more flexibility in placing buildings on the land, and to combine various types of residential dwellings in all residential districts[1] provided that such basic requirements as light, air, open space, and privacy may still be assured without sacrificing imaginative planning concepts [21, Sec. 10.13].

Under such an ordinance a land owner does not know what he can or cannot do, nor is he possessed of any degree of certainty as to what the future characteristic of his neighborhood will be. Conventional regulations may be too lax or too strict, but such evil is less than the vagueness inherent in the repudiation of use districts.

University District

Falling under the spell of the planned district concept is the university district. Based upon the premise that it is not reasonable to plan for the growth of the university and its environment independently of the surrounding neighborhood, a master plan for the campus perimeter neighborhood is introduced--the university district concept. Uncertainty as to the extent of university expansion adds to the problems

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[1]Underlining inserted by author to place emphasis on an inconsistent line of thought.

of neighborhood maintenance and redevelopment. So, as a solution for solving current problems and stabilizing neighborhood land use and circulation patterns, it is suggested that the first step is the establishment of logical geographic limits of future university expansion.

One may then proceed to establish the location and character of the secondary and principal circulation arteries. Appropriate areas are designated for residential development, commercial development, professional establishments, fraternities and sororities, and religious foundations. These are located so that the greatest utility and compatibility are stressed. Decisions are made to locate student housing in large groups, segregated from the remainder of the neighborhood, or to scatter small clusters throughout the area in order to encourage social exchange between students and local residents. Certain types of student activities require special spatial considerations because of their own requirements for special facilities and their effect on the surrounding neighborhood, e.g., fraternities and sororities tend to generate vehicular and pedestrian traffic not suitable to a normal residential area, therefore, they are assigned to special zones. Student religious foundations are generally clustered around the fraternities and sororities in order to be close to the students. Such locations stress convenience to the zones of high student concentration.

Since a large variety of shops and services are required to serve both students and local residents, they are typically grouped in several convenient locations rather than strung out along arterial streets or mixed with other incompatible neighbors. Grouping is organized in such a fashion that congestion of arterial and secondary streets is held to a minimum.

Special zones are provided for private, semi-private, and public professional research agencies which are either related to the university or desire to be located in close proximity to the university. Doctors' offices, clinical facilities, laboratories, pharmacies, special research and development organizations, shops offering specialized goods and services to the above and related groups, certain state agencies, and other related public and private institutions are assigned suitable space in which to locate and adequate room for expansion in the university neighborhood.

Such an ideal neighborhood rarely, if ever, exists. The ideal campus perimeter neighborhood certainly is non-existent. Efforts to superimpose this ideal concept upon established neighborhoods have been largely unsuccessful. Past and current efforts to superimpose the university district plan on established campus perimeter neighborhoods--such as the one for the Ohio State University neighborhood--indicate that both the area and campus planner are extremely naive in the workings of an economically motivated society.

Even the firm fixation of a university district upon an undeveloped neighborhood may not prove feasible. For example, the University of South Florida at Tampa was established recently in the midst of a large area of vacant land. A university district was established at the same time as the university. To date there have been several breaches of the original plan--economic and political powers have been the overriding forces. The university district has a place in land use control despite the fact that its advocates are often overzealous. It serves as a holding action on undeveloped neighborhoods, and as a bench mark from which to work from for the established neighborhood. The university district concept will be discussed in the following portion of the text as it is observed in field research.

Validity of the Planning Theory

Inebriated with his sudden rise to prominence and recognition, the planner looked upon his concept of zoning as a cardinal principle. Zoning, whatever its form, is not a principle. It cannot be because it is incapable of continuing and universal application. It can only be a tool or technique because it requires continuous re-examination in the light of changes in social needs and changing technology.

Critics of land use planning and its principal technique of control stress the fact that they are used in a capricious

and arbitrary manner. Richard Babcock elegantly stated:

> The running, ugly sore of zoning is the total failure of this system of law to develop a code of administrative ethics. Stripped of all planning jargon, zoning administration is exposed as a process under which multitudes of isolated social and political units engage in highly emotional altercations over the use of land, most of which are settled by crude tribal adaptations of medieval trial by fire, and a few of which are concluded by confused and ad hoc injunctions of bewildered courts [22, p. 12].

Painted in this fashion, the role of the municipality is no longer seen as one of weighing the best interests of the community as a whole, but one of a referee between private parties. Rezoning is viewed as a battle between landowner and neighbors and the epithet is "government by screaming" or "trial by neighborism."

On the other hand the professional planner has reached the heights of impertinence by treating the techniques of land use control as a fundamental doctrine or assumption with continuing validity. Actually such land use control techniques are legislative techniques whose integrity is not a divine premise but an assumption subject to continuous challenge and to proof of its present validity. The "principles" of zoning and land use control through planning are no different from those fundamental assumptions which guide us in other areas of human intercourse. Society in general cloaks these principles in phrases such as equal protection and procedural due process, by the debate over the scope of "general" in

the phrase "general welfare," and by the continuing dialogue over the appropriate boundaries of the police power and the power of eminent domain [22, pp. 133-34]. As important to land use control law as to labor law is the administration of the law so that like situations are treated alike in order that a citizen can reasonably know what the public response will be to his private acts. A basic fundamental principle is involved when land use control invoking the police power approaches the point where the sovereign should invoke its right to condemn. These are the principles to be considered in land use control. The tools used to protect and promote these more fundamental principles basic to our society are merely techniques of the trade.

Between the critics and the advocates of zoning and planning, there is a middle ground attitude. To those in the latter position, zoning and planning are seen as a holding tactic. To him the planner and his idealistic plan serve to guide the community along a high plane and the critic acts as a ballast to keep him from soaring too high. The layman passively and indifferently occupies the middle ground until jarred from his lethargy by a personal, social, or economic conflict with the existing guidelines. When these social or economic conflicts become strong enough, he is motivated to change them. Subject to such change, land use controls can only be identified as a holding action.

Effectiveness of Land Use Planning on the Campus Perimeter

While conducting the empirical study of land use change patterns for the pilot model of this thesis, the effect of established land use control guidelines was considered. During the time period considered, a major change in planning and zoning policy occurred. The empirical study, using as a pilot model the University of Florida campus perimeter, did not reveal any significant difference in the land use change pattern which could be firmly and directly related to land use control policy. In fact, several instances were revealed where the administrators of such policy were refrained from downgrading existing land use controls for the benefit of the community,[1] and other instances where they found it expedient to grant zoning variances which were contrary to established guidelines. A similar situation was observed while doing field research for the thesis. The results of the empirical portions of this thesis, then, did not reveal any positive proof that land use control policy has other than a holding effect on land use change patterns.

The Urban Renewal Program and the University

Title I of the Housing Act of 1949 was amended in 1959. One of the amendments added Section 112. In its earlier form,

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[1] Discussed in greater detail in another part of the thesis headed "Tracing a Complex Property Transaction Through the Public Records," p. 230.

the act provided Federal advances, loans, and grants to local governments, through state-authorized "local public agencies" for the acquisition and clearance of city slums and blighted areas, for the relocation of displaced occupants, and for costs of subsequent disposition of the land through redevelopment. Prior to the creation of Section 112, the universities found it most difficult to acquire peripheral land needed for expansion. Section 112 provided a twofold incentive for the university: (1) as a potential purchaser and redeveloper of project land; and (2) as an active participant in financing urban renewal projects in order to induce its local public agency to provide for the revitalization of decayed campus neighborhoods. Some Section 112 projects have successfully upgraded perimeter communities, e.g., Hyde Park-Kenwood, Morningside Heights, and University Circle; however, other programs have been more narrowly conceived as merely a method of creating additional campus area. Problems have developed as the result of such attempts of unilateral interests. A few such attempts are brought out as specific examples later in the text.

Any non-profit institution of higher learning--this includes hospitals--is eligible under Section 112 if it meets the following requirements:

1. Provides a program for which it awards a baccalaureate degree.

2. Provides not less than a two-year program which is acceptable for full credit toward a baccalaureate degree.

3. Is a graduate or professional school.

Expenditures made directly by the institution, or through a private non-profit redevelopment corporation, or municipal or other public corporation, may be certified by the institution as a noncash grant-in-aid credit.[1]

Eligible institutional expenditures--eligible for use by the public agency only if the institution certifies them as such--are those made for the acquisition of land, buildings and structures, the demolition of buildings and structures, and for the relocation of displaced occupants. Added to the direct cost of real property acquisition may be the institutional administrative costs of relocating displaced persons, and limited moving fees for the displaced occupants of acquired lands.

Certain conditions are necessary before instituional expenditures are eligible for noncash grants-in-aids:

1. Institutions must agree to the proposed program to such a degree that they are willing to certify these expenditures for use by the public agency.

2. Proximity of the institution to the renewal area must be such that 50 per cent of the renewal project can be enclosed by a line which is not more than one-quarter of a mile distant from its boundary.

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[1] The local public agency is required to pay one-third of the project cost. The cost may be in the form of noncash grant-in-aid credit. The university expenditures may at times exceed the one-third cost of the project to the local public agency.

3. The acquired property must be located within, adjacent to, or within one-quarter of a mile of any boundary of the project.

4. Eligible expenditures must have been made not prior to 7 years before the authorization by the Housing and Home Finance Administrator of a loan or grant contract for the project; or no more than 5 years prior to the submission of an initial application for financial assistance (for planning a renewal project), where the final loan or grant contract is authorized prior to September 25, 1963.

5. The property must be redeveloped or rehabilitated by the institution for educational uses related to the functions of teaching or research; or to the housing, feeding and care of students and faculty; or otherwise intended for the primary benefit of students and faculty. To meet rehabilitation requirements, physical alteration or improvement must be beyond the stage of repairs, replacement, painting, decorating or completion of deferred maintenance.

When located within an urban renewal project, the proposed uses of the institutional noncash grant-in-aid credit holdings must be utilized in accordance with the project plan. If the holdings are outside the project area, redevelopment or rehabilitation must conform to an established development plan proposed by the institution or its representative agency. Either plan must meet the approval of the Housing and Home Finance Administrator. However, the less inclusive and less formal plan proposed by the institution must be approved by the local public agency and then the local public authority through established public hearing procedures. It is at this

stage that numerous projects stumble. A naive attitude and the lack of capacity or effort on the part of the university to properly inform and condition the general public creates social and political problems which severely cripple efforts to direct land use changes on the campus perimeter toward a more ideal land use pattern. Several examples of this are brought to the reader's attention at a later point in the text.

At all times the renewal project must be directed to the promotion of the public welfare and the proper development of the community by making land available to the qualified institution or by providing "a cohesive neighborhood environment compatible with the functions and needs of the institution."

In effect Section 112 provides a financing mechanism which enables the institution to expand existing campuses, or to create new ones such as the new University of Illinois and the Illinois Institute of Technology campuses in Chicago. If a university expects to benefit from an urban renewal project, it must consult and negotiate closely with its local public agency as well as the local populace. However, the institution does not deal directly with the Federal agencies.

Three distinct advantages accrue to the institutions when operating within the confines of Section 112. First, they are in a much greater position to bargain with the local public authority for a voice in the changing land use pattern of the community. Secondly, they are able to acquire land

whose fair value is computed upon the basis of cleared land in contrast to the same land in its improved condition. And thirdly, they are able to acquire the land at its reuse value as restricted to educational purposes rather than at some other higher use value. In some instances the institution may benefit through the use of the local authorities' right of eminent domain,[1] thus preventing having to bargain with "hold-out" owners. However, the state universities already have this right because of their position as an arm of the sovereign government. However, the procedure is difficult, time consuming, and the cost advantage is uncertain. Under Section 112 the university may acquire additional land at one-third or less of the cost of acquisition, and have the local authority carry the burden of purchase by negotiation or acquisition through eminent domain proceedings.

A question of interpretation has created some problems. Some urban renewal officials have interpreted as a mandatory requirement that acquired properties be immediately cleared of all improvements. Pressure has developed to have the basic Federal legislation or the H.H.F.A. administrative procedure changed to clearly permit an interim use of a property as it stands, or with some renovation, for educational purposes.

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[1]The right of eminent domain is the right granted to a sovereign authority to acquire the land of an individual against his will. Requirements are that it be for the good of the greater part of society and that just compensation be paid.

A fine example of the soundness of such a practice is discussed at another point in the text where the University of Wisconsin at Madison makes full use of old non-institutional buildings during the interim between acquisition and clearance.

Field Research

Personal bias about a neighborhood can be a disturbing factor affecting the type and quality of the data needed in Step One. For this reason the author chose to direct this phase of research to campus neighborhoods other than his own. The need of Step Two was directly indicated by the field research in Step One. The technique developed for Step Two is free of a bias factor and can be applied with equal effectiveness to any established, highly developed neighborhood. For this reason the author felt free to use his own area--the University of Florida campus neighborhood--for his pilot model in Step Two.

Six university neighborhoods were chosen for field study. No statistical approach seemed applicable for choosing these areas. However, an effort was made to obtain typical representation. Only state supported institutions were considered because of the difference in community attitudes between private and public schools. For example, Stevens College in Columbia, Missouri, with its privately endowed ivy-league tradition of well-to-do women students is favored and catered to by the city officials and local populace far

more than its much larger counterpart, the University of Missouri.

Student body size relative to town size was considered in an effort to choose areas where one order was not dominated by the other. Three size categories were chosen so that a cross-section of neighborhoods was represented. The larger universities were chosen from the 30,000-40,000 student body range located in cities of 170,000-600,000 population. The middle range was 14,000-18,000 student body size located in cities of 25,000-50,000 population, and the smallest range reached the 8,000 student bodies in cities of 15,000-30,000 population.

Two schools in each range were chosen so that a basis of comparison existed. Little printed matter exists which would enable one to select an ideal array of schools for this type of study.

Proceeding on the premise that the larger schools would have progressed further through the stages of "town and gown" conflict, the University of Wisconsin was chosen as a beginning bench mark. Here the method of approaching the analysis of each study area developed into a set procedure. Maps and all available data relative to each university were obtained before entering the area. Then, a physical survey was conducted in order that the analyst could quickly place additional data in their proper spatial contexts.

Because the university is larger than its campus perimeter neighborhood, and because the university could be expected to have a greater amount of relative data, surveying it was the next orderly point in the field research program. The university chancellor or administrative assistant, its planning director or planner, and its library were valuable sources of data.

Having improved one's knowledge of the factors affecting campus perimeter land use patterns in this manner--likely in a biased manner--the analyst found that his knowledge could be further refined by consulting with the city officials and their planners, by exploring their libraries, and by relating his newly gained knowledge to their maps and prepared studies. The quality and quantity of data gained by this procedure is directly related to the diplomacy and public relations ability of the analyst. It is also tempered by the type and extent of the background of the analyst. The quality of the finished mosaic depends upon his ability to accurately relate or discard items from his unorderly array of data; therefore, the quality of the mosaic depends upon the quality of the judgment of the analyst. It is felt, however, that with reasonable care an accurate and representative mosaic can be constructed, and that such a mosaic is presented here.

CHAPTER THREE

THE LARGER UNIVERSITIES

The University of Wisconsin at Madison

In 1966 approximately 30,000 students were enrolled at the University of Wisconsin. Madison at that time had a population of about 170,000.

There existed evidence that numerous studies of the problems which exist between the university and its community had been made for the Madison area. However, such studies are frequently directed toward a specific problem and transmitted in limited copy to the requesting party. It is extremely difficult to bring these studies to light once they have been laid back on a shelf. This lack of communication was further pointed out by E. L. Hopkins[1] in his statement, "The structure of both the university and the city is not positive. This makes it difficult to know who actually speaks for the body." Of 10 known University of Wisconsin perimeter neighborhood studies, only one was found available. This was a detailed analysis entitled Student Residence Location Study 1965-66, a study just bound and ready for

[1]Campus Planner, University of Wisconsin, to E. D. Cook, December 12, 1966.

distribution at the time of the author's interview [23]. Such a study of the characteristics and concentration of the current student body would be useful in a detailed analysis of the Madison campus perimeter problems and land use change forces. One example of the importance of student body location and change was observed in the Near West Neighborhood, a 303 acre, 99 per cent developed, area lying between the University and the central business district. In 1960 the population of this area was 10,362; in 1964 it had increased to 12,858. The non-student population had decreased by 819 and the student population had increased by 3,515 [24, 25, 26].

Campus Perimeter Zoning Policies at Madison

The City of Madison has discarded the concept of the University District as a workable tool. Zoning, systematic code enforcement, neighborhood planning, and urban renewal are looked upon as a more flexible approach to urban control in general and to the campus perimeter situation specifically. Based on the past policy of the University's regulations restricting off-campus students to live in dormitory-type quarters, the city zoned much of the campus perimeter for residential-dormitory-apartment. A dual standard was established for the multiple dwellings. Land use intensity for dormitory purposes could be double that of apartment use. However, the University relaxed their off-campus

housing regulations in response to student demands to be left free to live as they please when off-campus. Students then began seeking apartment-type accommodations and vacancies occurred in dormitory-type units.

Developers caught holding land purchased on the basis of income produced from dormitory construction could not afford to build in compliance with the lower density apartment requirement. Pressure built at the grass root level for a floor area ratio standard which would permit apartment density use to approach that of dormitory density. The city resisted this change on the basis that the students would gradually relax their demands for apartments. Then school regulations would again stiffen toward dormitory-type off-campus residence. The developers had an economic motivation to create a change of land use control and prepared for a winning battle. While the battle raged, the demand for properties meeting previous land use change requirements lagged and current sales and values suffered.

Neither the city nor the University had a concise inventory of land uses on the campus perimeter. The city had, however, retained the Real Estate Research Corporation of New York to prepare a land use survey of the central business district and the university perimeter area lying between the two. The market analysis and preliminary report were expected early in 1967 and a final report and recommendation later in the year. It was expected that this report would become the basis of future land use control programs for the area.

Expanding the University Grounds

Existing physical plants can be adapted to handle temporary peak overloads. However, long term increased enrollments demand a structural change in the physical plant. Expansion may be upward or outward--or both. The University of Wisconsin went upward as long as it was economically feasible, and then started outward. It was limited in its quest for contiguous outlying land by Lake Mendota on the north, swampy ground and high cost residential ground on the west, and high density, high cost development to the east.

Only to the south was expansion economically feasible for the University. Even here land could be had only by competing with private interests. The area became a battle ground between 2 opposing interests--private and public. As in any battle, the strategy was one of employing the political, economic, and psychological forces available to each group in order to afford the maximum satisfaction of each interest.

The weakness and strength of each group, their operation, their success, and their failure are the major building blocks in the construction of Step One. The battleline was drawn between the university and the community. Successes and failures were observed and discussed; suggestions were made as to why one or the other occurred and recommendations for more ideal solutions have been suggested during the course of the text.

One finds a plurality of common approaches to the elimination of similar problems and the satisfaction of similar needs. Most distressing, however, is the plurality of common mistakes stemming from the extremely naive and childlike approach of both groups to a real world solution for the development of an ideal community program in which the greatest mutual satisfaction could be had for all involved.

Understanding the effect on land use patterns resulting from the relationship between the university and the community can be in no greater depth than the scientist's understanding of the effect of 2 known bodies on a third body until he considers the molecular structure of the third body. In Step One, the structure of the groups--the university and the community--is considered as being explicit and only the outward actions are analyzed. In Step Two, however, it is the smallest cell--the individual parcel of land--and the final motivating force for land use change--the individual--which are analyzed in order to develop a deeper understanding of land use change patterns in the established highly developed neighborhood, in this instance the campus perimeter neighborhood.

Implementation of private programs designed to fulfill the needs and desires of an ever increasing student and faculty body brings into play economically motivated opportunists who seek out the weak spots in the established area; they then wrought land use change to their advantage. Zoning

and tradition guidelines are readily transgressed. The initiating land use change force in this instance is easily recognized. However, the implementing tool, the opportunist, and where he will strike his blow are not so readily identified. A large segment of this dissertation is devoted to an approach to the better understanding of this opportunist and his method in order to formulate a short run forecast of his activities. It is the opportunist which presents the greatest problem in land use control and stability. The scope of his activity is limited only by his imagination, personal fortitude, and economic insight. His impact on the economic and social structure is most difficult to define and foresee. His actions do, however, have a decided influence on the ease of and extent to which the campus proper can expand.

Campus perimeter land use change resulting from the university's need for physical expansion presents an entirely different and somewhat more easily identifiable problem. Campus planning techniques and modern statistical methods forewarn the university administrators of pending land needs. Legislatively imposed economic restraints dictate where, how far, and how rapidly he may proceed to fulfill his needs. In the early 1960's the University of Wisconsin was able to delineate its proposed land area needs. This was the first step in the land acquisition of roughly 170 acres of contiguous and highly developed land. As an arm of the sovereign there was no question that the University, having the power of

eminent domain, could legally acquire the entire tract from its many owners. There were, however, no funds appropriated for such an acquisition or its development and no indication that the legislature would consider such an appropriation.

The proposed land use change became a political football. To understand the problems involved it was necessary to understand some of recent-past University actions involving land transactions. As was the case with most universities, the University of Wisconsin had grown landwise through the device of endowment. But, rarely were the gifts of land located suitably for academic use. However, one such section of land owned by the University was in the path of residential development. Forming a dummy corporation (locally referred to as a friend of the University) the land was subdivided and sold. Frontage along the highway was kept by the University. Their plans were to construct and operate a shopping center on the site. In this fashion they would, as a sovereign arm of the government, be free of local taxation. Funds obtained in this manner could supplement the funds from the sale of the acreage, all of which would provide a working fund for property acquisition within the defined contiguous area. The proposal roused private and public indignation to such a degree that the University retreated somewhat.

Circumventing this setback proved to be only a minor delay for University plans. Once again a private corporation friendly to the University was utilized and a very successful

tax-paying shopping center was built. All profits from the venture flow to the University. Funding for the desired acquisition was still grossly inadequate in spite of the successful utilization of the outlying land.

Urban Renewal--Section 112

The next step was to turn to federally assisted urban renewal. The acquisition area as designated would qualify under Section 112 of the Urban Renewal Program (Title I of the Housing Act of 1949, as amended). Expenditures already made by the University for acquisition and demolition were applicable as non-cash grants-in-aid toward the community's obligation for its share in the cost of the project. Section 112 requires that the college must certify its eligible expenditures in order for them to be available as a local non-cash grant-in-aid. Thus the University would not be left to the mercy of the city about its position in the program. Because the University planned to acquire the property for educational uses, they would be able to acquire the cleared property at its appraised reuse value. This would be substantially lower than they would have to pay in the open market. The lower purchase price would be made possible because the reuse price would be based on land which excluded the value of the original improvements and the land's future economic value as restricted by virtue of its reuse for educational or related purposes [15, p. 48].

The Madison city council gave their approval for an urban renewal feasibility study. The project was approved by a federal agency as feasible. Madison's city council, an elected political body, was required to approve the second phase of the urban renewal project--the acquisition and clearing of the land. Pleased with their successful economic venture into the shopping center business, University officials had made known their plans to carry on the tradition of an old established commercial area after it had been cleared. They proposed to build new high rise buildings on the area with the ground floor space devoted to commercial uses. The presently long-established occupants were invited to lease the new facilities from the University, a mistake very similar to the one made with the shopping center. Public sentiment quickly arose against the project and the University. Land reuse in this fashion was widely disacclaimed and a public howl arose for the city council to place a 10 year moratorium on all urban renewal projects. Such a censure was barely averted and the council failed to approve the University-inspired urban renewal project.

These reversals in the land acquisition program in no way reduced the need to acquire the land and to proceed with the established land reuse program. Procedures were implemented to speed the removal of the fraternities from their traditional Langdon Street sites into a different location.

Available funds make it possible to bring these sites quickly under the University cloak. This area, however, was only a fraction of the larger area lying under the pall of pending land use change.

Interstitial Land Use

Uncertainty as to the time schedule of a University move resulting in a "milking"[1] of the properties in the anticipated path of acquisition. Uncertainty and the resulting incipient blight left room for an interstitial land use change pattern. Opportunists bought properties secure in the knowledge that the University would be forced to pay at least their acquisition cost, and, that calculated maneuvers could result in substantial profits. The bleak picture for the University could only be increasing land acquisition costs.

Faced with increasing land acquisition costs, the University set about to establish a program to restrain interstitial land use change. They had found the legislature ready to provide funds for new buildings but not for land. Holding building costs below legislative appropriations became one of the many means to obtain funds for the most pressing land acquisition requirements. From residences, old frame houses were pressed into interim land use change by converting them into classrooms and faculty offices. Where sufficient

[1] "Milking" is a term commonly used to imply the maximum utilization of a property without regard for maintenance or replacement in order to maximize the cash flow.

land was acquired outside the academic core to construct a high rise unit, dormitories and apartments were constructed with private financing, or research units were built with grants. Excess cash flows were created in these transactions which provided new capital for additional land acquisitions.

Stability in the Acquisition Zone

Funding through such devices was not adequate to maintain stability in the acquisition zone and to prevent interstitial land use change. The "City of Madison--University of Wisconsin Coordinating Committee" was pressed into use. A newsletter published June 1, 1963, captured the flavor of their approach to abating the problems ensuing from the community as a result of fear and uncertainty. The self-explanatory letter is reproduced on the following pages.

By 1964 the ambitious bounds of the college urban renewal project had been drawn inward, and a new University of Wisconsin Acquisition Area Boundary established [27]. This time the controversial commercial strip along University Avenue south of North Mills Street was outside of the acquisition area boundary. Some problems were solved by the action of the coordinating committee and the positive establishment of the acquisition area boundary lines; others persisted.

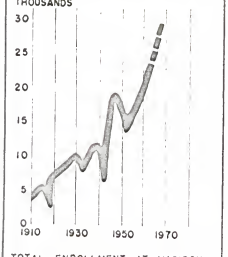
MORE OF THEM NEED . . . .

This is Number 1, June 1, 1963, of U & UW, a newsletter published by the City of Madison - University of Wisconsin Coordinating Committee and distributed to residents of the University area without charge.

MORE OF THESE

U & UW

YOU AND THE UNIVERSITY OF WISCONSIN



TOTAL ENROLLMENT AT MADISON

A GREAT UNIVERSITY EXPANDS

Enrollments are climbing steadily from year to year.

More students will require more and better facilities.

The campus in Madison must meet the challenges of growth through proper expansion.

This newsletter is directed to you, a neighbor of the University, from the City-University Coordinating Committee.

The City-University Coordinating Committee is a group composed of representatives from the University staff and the City Council working cooperatively toward better City-University relations. The Committee is currently concerned with University expansion and has undertaken to inform you, the resident, of future University expansion.

Future newsletters will inform you of other plans in and around the University area.

UNIVERSITY ACQUISITION PROCESS

1. A department needs to expand, a building program is developed, the needs are reviewed by the Campus Planning Committee and a priority is established within the six year building program of the University.

2. Based upon the Sketch Plan, approved by the Board of Regents on February 7, 1959, a site is recommended by the Department of University Planning and Construction and approved by both the Campus Planning Committee and the University Regents.

3. Upon securing construction funds for the building, either from the state legislature or other sources, the property owner is notified of the site selection.

4. The property owner is notified of the selection of an independent Madison appraiser, chosen because of his experience with [illegible] property, and the owner is requested to grant all available information.

5. The Appraiser notifies the owner in advance of his visit at which time he makes a thorough inspection of the premises. He takes into consideration income of the property and its physical condition.

6. The University Administration gives the property owner a suggested price which is based on the appraisal and which is suitable for recommendation to the University Regents and the Governor for approval.

7. As soon as a price is agreed upon, the University Regents and the Governor consider their final approval of the purchase.

8. Pending final approval by both the Regents and the Governor and clearance of the property title, a closing is scheduled and payment to the owner soon follows.

U&UW

CITY OF MADISON - UNIVERSITY OF WISCONSIN COORDINATING COMMITTEE, MADISON, WIS

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WHEN UNIVERSITY LAND ACQUISITION WILL OCCUR

Not all University acquisition plans are final at this time. They are revised every two years or more frequently as the need arises.

Many plans depend on future decisions such as state legislature appropriations, federal grants, gifts, or urban renewal.

At present acquisition plans call for most acquisition of property west of Park Street by 1970.

This schedule indicates present University intent with respect to land acquisition. Individual properties may be acquired at times other than the dates shown as they become available, as they may be needed for specific uses, or as money is received. The acquisition schedule must necessarily be subject to periodic revision.

Questions regarding this schedule should be directed to the Planning Section, Department of University Planning and Construction, 819 Irving Place. (tel. 3404)

Map below shows:

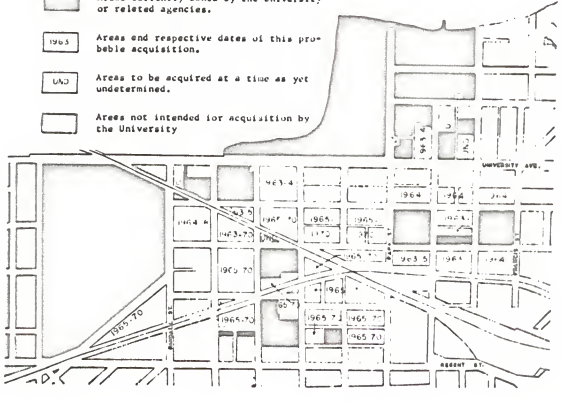
964-70 — Areas and respective date range within which acquisition is expected to occur.

Areas currently owned by the University or related agencies.

1965 — Areas and respective dates of this probable acquisition.

UND — Areas to be acquired at a time as yet undetermined.

Areas not intended for acquisition by the University


UNIVERSITY AVE.
1964
1965
1965-70
1964-70
1963-70
1965 70
1965-70
1965 71
1965 71
1965 71
1965 71
1965-70
1965-70
1965-70

UNIVERSITY OF WISCONSIN
DEVELOPMENT PLAN 1963-70

m Hill
changes.

16 The Langdon Street area likely will remain as privately owned housing.

15 The existing church areas will remain.

14 New lower campus area buildings will include an art gallery and art center and an administration building.

13 The new Southeast Dormitories will greatly increase University housing capacity.

TATE STREET

12 The entire campus will be laced with greenways and open spaces.

TY AVENUE

11 New playfields will service Southeast Dormitory residents.

OHNSON STREET

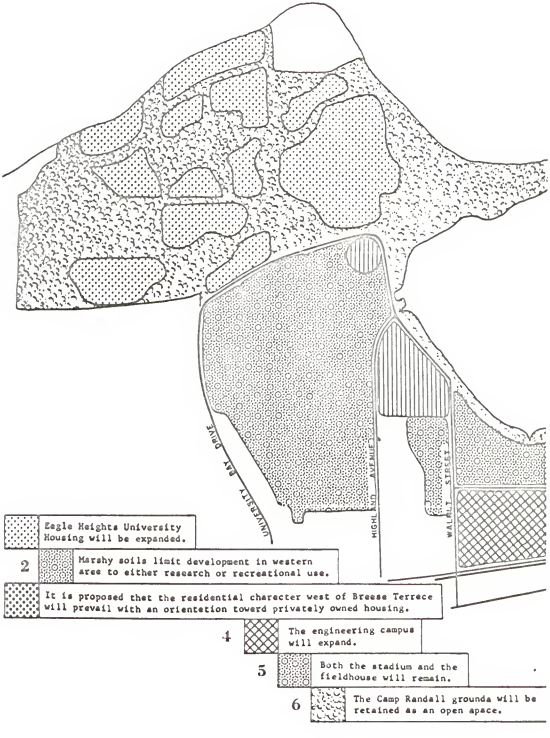
10 Large peripheral parking areas will be built to the south.

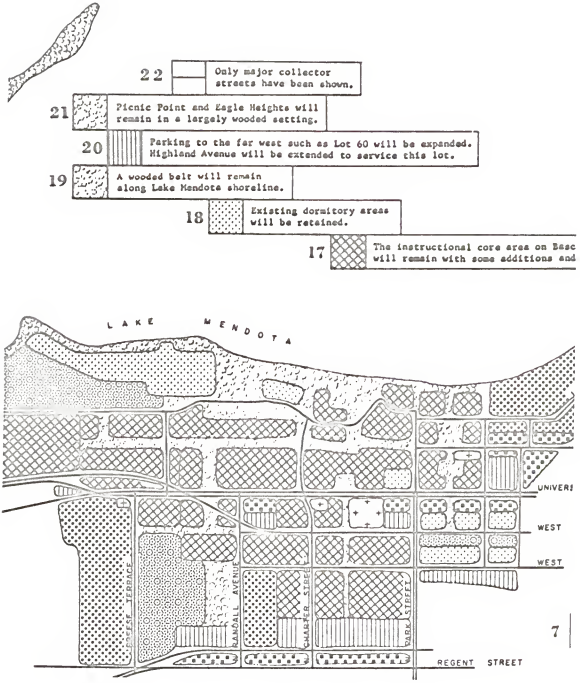
DAYTON STREET

9 Most academic expansion consisting of both instructional and research buildings will occur south of University Avenue.

8 Commercial uses privately owned will be retained along University Avenue, State Street and Regent Street.

Privately-owned housing probably will remain between Randall and Orchard Streets.


UNIVERSITY BAY DRIVE
HIGHLAND AVENUE
WALNUT STREET
1 Eagle Heights University Housing will be expanded.
2 Marshy soils limit development in western area to either research or recreational use.
3 It is proposed that the residential character west of Breese Terrace will prevail with an orientation toward privately owned housing.
4 The engineering campus will expand.
5 Both the stadium and the fieldhouse will remain.
6 The Camp Randall grounds will be retained as an open space.


22
Only major collector streets have been shown.
21
Picnic Point and Eagle Heights will remain in a largely wooded setting.
20
Parking to the far west such as Lot 60 will be expanded. Highland Avenue will be extended to service this lot.
19
A wooded belt will remain along Lake Mendota shoreline.
18
Existing dormitory areas will be retained.
17
The instructional core area on Basc will remain with some additions and
LAKE MENDOTA
UNIVERS
WEST
WEST
OBSERVATORY HILL
CHARTER STREET
PARK STREET
7
REGENT STREET

Open Market Purchase Policy

The University adopted an open market purchase policy for all properties within the acquisition area. Acquired properties were converted into temporary classrooms, or torn down and replaced with functional academic purpose structures. As the tempo of land use change quickened, the area became less desirable for the remaining property owners. Consequentally, an increasing number of properties were offered for sale to the University at their market value.

Shortage of acquisition money stubbornly remained a critical problem. Property offerings had to be presented to the legislature for funds. Time delays were little understood by the prospective sellers and the tendency was to turn away from the University toward the alternate purchaser, the opportunist, for less but immediate money. These sophisticated opportunists would form the hard core of "hold-outs" who would ultimately have to be bought out at a costly price. Often eminent domain action would be required. In the meantime they would serve as stumbling blocks for an orderly pattern of land reuse.

Faced with these unpleasant prospects, the 1966 legislature approved a one million dollar appropriation for future purchases. It was the hopes of the University that this fund would be renewed each year. By August of 1966 approximately one half of the expansion area had been purchased by the

University or its "friend," the University Building Corporation [28].

Traffic--Pedestrian and Automotive--Problems

As the land use change progressed, other problems developed. The expanded campus sprawled across University Avenue, a main city thoroughfare and arterial highway, into an old residential area distorted by the gridiron pattern street system. Students and auto traffic mix about as well as drinking and driving--both mixes are undesirable. A most satisfactory approach to the problem would be to alter the street pattern to some master campus plan.

The sobering point was, however, that the city retained the ownership and right of control over the streets. It is here that one begins to realize the cleavage between the university as a sovereign arm of the government and the city as a separate entity. One city planner remarked that he was well aware that the University could request the legislature to order the vacating of streets within an area surrounded by the University, and that this could legally be accomplished. This, however, would be somewhat of an effort for the University, and because politics would be involved they would rather not take advantage of such a procedure. It was preferable to maintain an amiable negotiating relationship with the city. For example, the University would support the city in plans to implement removal of curb parking for

the purpose of facilitating traffic flow [29]. Bending a bit further, the University made plans for an overhead walk connecting the southeast dormitory complex across University Avenue at Park Street to the New Elvehjem Art Center as well as one across University Avenue at Mills Street, University Avenue at Orchard Street, University Avenue near Babcock Drive, Park at State, Park at Langdon, and Park at Mound [26, p. 15]. Permission for such crossings was granted by the city for these unique crosswalks in return for University concessions on other matters of mutual interest.

More detail and data are available on land use change as well as university-city problems for the University of Wisconsin-Madison area. Their contribution to the dissertation, however, was considered less important than the increased bulk which they would incur on inclusion. As indicated earlier, the Ohio State University was chosen as the second large school in a metropolitan area to be taken under consideration.

Ohio State University at Columbus

Ohio State with its 37,500 student enrollment in 1966 played an important role, even in a city of 600,000 population. Land reuse patterns and pressures, and university-community relationships are generally similar among the majority of schools. However, when considered individually each

specific facet is a mutation adapted to its own environment. Awareness of such individuality begins to take form here and is constantly observed throughout the remainder of the dissertation.

During the late 1940's and early 1950's the general attitude of the universities was that the pressure of increased enrollment at the university level would ease off when the flow of World War II veterans ceased. By 1955 there was an awakening to the fact that this thinking was in error. It began to look as though most physical plants--and perhaps their academic and administrative structures--were totally inadequate to satisfy future demands. Ohio State's 1600 acre main campus had been an island of security surrounded by an urban area to which little or no line of communication existed.

Comprehensive Campus Planning

In 1957, the Texas based firm of Caudill, Rowlett, and Scott was confirmed to make an appraisal of the entire structure of the University and its relationship with the community. Phase I, the evaluation, was completed in 1959. In conjunction with this, an Office of Campus Planning was established, a director appointed and a full-time professional planner employed. A system of communication was established between the University and the city administration. University-community relationships came closer, but still maintained the tensions characteristic of an uneasy truce.

Late in 1961, Phase II of the program was completed. It presented a campus master plan which was described as providing a sound pattern for campus development by stages as required by increases in enrollment or changes in the teaching, research, and service programs of the University [30, 31]. Replacement of obsolete buildings with high rise structures was proposed in an effort to eliminate the need for acquiring large amounts of privately owned, highly developed land. But, in the report were sown seeds of campus perimeter land use change. Provisions for making these seeds grow strong and healthy were lacking and the weeds of discontent that grew instead created thorny problems for all concerned. A section of the report is reproduced herein showing the extent and purpose of the suggested land use change:

> LAND ACQUISITION
>
> Considerable additional land will be needed to house future University facilities. As this report is written land is being acquired between Woodruff and Land Avenues to provide for more dormitories. Additional land will be needed for:
>
> Married Student Housing
> University School
> Intramurals, Athletics, and Recreation
> Service Center
> Health Center
>
> The map at the right [omitted] shows the future land acquisition requirements. Unfortunately, much of this land is already developed with substantial structures, and will be expensive to acquire. Three categories of land are shown on the map:

1. Land which should be acquired for University functions (approximately 185 acres).

2. Land which should be acquired because of the need to control the type and extent of development on it (50 acres). This land includes two areas designated for faculty housing, one for married student housing, and one for commercial services along Neil Avenue east of the Health Center.

Private ownership and development of these four areas would be acceptable, with proper controls to assure that land will be used to serve the University's purposes.

3. Land which should be placed in a "University District" zone for industries, research laboratories, and professional and business activities housing University-related functions or agencies (85 acres).

The third category includes land south of the Health Center and along Kinnear Road. The professional and industrial facilities in these areas might be owned by private enterprise, owned by research foundations, owned by the University and leased to such organizations, or owned and operated by the University. These areas should be reserved for activities needed as adjuncts to the University by inclusion in a "University District" which should be provided for in the city zoning code.

It is also recommended that all city streets which lie entirely within future University land be vacated and deeded to the University. This would include all streets in the Central Academic Area bounded by Lane Avenue, High Street, King Avenue-Eleventh Avenue Connection, and the relocated Olentangy River Road Expressway.

Land for the University School includes the present Tuttle Park Field, of which 5 acres should remain for neighborhood recreation. Other facilities now at Tuttle Park Field, of a "drive-in" nature, can be relocated at the site shown on Dodridge Street, east of the Olentangy River Road.

Two key phrases dominate this section: land acquisition and University District. Few funds existed for land acquisition and there were no provisions for a "University District" in the zoning code.

Some funding was available for dormitory construction and some additional land was acquired for this purpose. However, such construction and acquisition was expected to end in 1968 because of the drift of student preference to apartment-type housing. And further, the goal of housing 50 per cent of the non-commuter students in University housing would have been reached.

Urban Renewal--Section 112

Through its cash acquisitions the University had accumulated considerable non-cash credits toward the city's share of the cost of a Section 112 urban renewal program. Request for such a program was made and the feasibility study was approved. The purpose of the renewal program in this instance was to provide additional land for university use. However, the purpose of the urban renewal program in general was to provide for the removal of blighted and decayed neighborhoods in urban areas, and the law required that the request for aid be couched in just these terms. The fact that the area under consideration did not truly comply with the wording of the law created problems.

For many years, the campus perimeter had consisted largely of big homes which had been converted to furnish the residential needs of the University student. In spite of the lack of a city building code--one has been implemented because of the urban renewal program requirements--the area had remained stable both in character and quality. This was due to strong and militant neighborhood committees which closely policed the area, often to the chagrin of both university and city officials. It was these people who strongly objected to their homes and businesses being classed as blighted and decayed in order to qualify for an urban renewal program.

One property in particular was chosen as a wailing post, a 5 year old modestly constructed apartment building. Because the unit was unsuitable in design and location to fit into the University's reuse plan it was included in the demolition program. The newspapers pictured the University as a cannibal gobbling up its neighbors, both old and new. Trying to throw off this adverse public image, the University publicly stated that they would be willing to purchase under a land reuse program only those properties falling under the letter of the renewal program act. This maneuver did not serve to abate the resentment against the program, and as a result the City Council refused to approve the urban renewal plan.

University Land Acquisition Program

Having been thwarted in the program for a large-scale planned land use change, the campus perimeter land reuse pattern proceeded along a disorderly path which would restrict any effort toward development via an ideal university-community master plan. Land use change did, however, proceed under the existing F. A. R.[1] zoning ordinance. Under the campus perimeter R4 zoning, 4 apartments were allowed on a standard 35 front feet building lot. As early as 1961, when student desires to live in unsupervised housing were permitted to be satisfied by relaxation of University requirements, 4 unit cracker-box-type apartments began to replace the old single family structures on, still utilizing the original 35 foot lots. The unorderly mixing of the old and the new with no preplanned pattern of growth and no overall plan of parking provision became the core of a continually blighted neighborhood.

Overthrowing Local Land Use Controls

Paradoxically this illogical land reuse pattern occurs within the legal wording of the local land use control laws. Therefore, this pattern of events offers no difficulty in understanding how it occurs, or in forecasting its

[1]Floor Area Ratio relates floor area to ground area.

occurrence. A basic problem, however, exists when a number of small parcels are assembled to form a large plot which cannot be economically utilized within the confines of the existing land use guidelines. When such assemblage occurs, the speculating group feels that it has enough political and economic pressure to override established rules and public opinion for their own financial betterment. This is perhaps the most difficult of all land reuse forces to foresee and control. About the only way to control it is to nip the process in the bud, i.e., when only a small part of the parcel has been "put together."

For economic reasons, the developer operates in a clandestine manner in assembling these islands of land.[1] Therefore, there is little chance for the control of their creation. One example of this type of land reuse on the Ohio State campus perimeter is discussed herein. However, the development of a technique for forecasting the probability of where and how such a situation develops has been left to a later section of the dissertation.

The Opportunist

In a joint planning effort between the University and the city it was concluded that the land lying above the

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[1] Islands because of the isolated nature of land use potential relative to their surroundings.

Olentangy River flood-plain and Neil Avenue, and between Lane and Norwich Avenue, should be rezoned for medium density residential--15 to 36 units per acre--to high density residential--37 to 70 units per acre [32]. Objections of the local residents caused the planning commission to rule against the amendment. Subsequently several proposals were presented to the commission for spot zoning within these boundaries. Each proposal was beaten down by the University on the basis that the land held lay largely on the flood-plain of the Olentangy River. Each proposal contained some plan for increasing the elevation of the flood-plain. University and city officials saw such proposals as the efforts of opportunists who wished to upzone the area. Such a maneuver would force future University and city purchases of the flood-plain area--as part of an "open space" program--to be made at an upgraded price. Most of these proposals for spot zoning were rejected.

However, one group managed to "put together" 150,000 square feet lying above the flood-plain--at the corner of Neil Avenue and Lane Avenue just across the street from the main campus [33]. Zoning variation was obtained and a 570 unit apartment house was under way in December of 1966. The unit was non-conforming in design to other buildings in the area, or to planned future development. It appeared quite likely that the added pedestrian and vehicular traffic would conflict with planned movement of both.

Perhaps the most unfortunate weakness of the present system of land use control is this susceptibility to economically motivated political pressure for priviledged isolation of small areas of non-conforming land use. It should be noted, however, that spot variance of land use planning is not necessarily bad per se. The effort required to force such variance may represent a general area land use most suited to the actual needs of society as opposed to the idealistic program of a professional planner, or the willful imposition of land use control dictates by the selfish whims of a poorly informed neighborhood of laymen. Regardless of the merit of such spot variance of land use control, it is disconcerting to planners and administrators. Inability to control such change indicates a basic lack of knowledge of how and why the seeds of such pressures are planted and nurtured to maturity. Step Two of the dissertation has been devoted to furthering the understanding and forecasting of this type of land use change.

Land Acquisition Despite the Failure of the Section 112 Urban Renewal Plan

Despite the setbacks suffered by Ohio State in their land acquisition and land use change program, they had to continue to exert pressure for change and acquisition in order to survive. An upper limit of student enrollment was set. The limits of University acquisition were established

and made public through a series of maps [34]. There were no dates or deadlines set for areas of acquisition and no active funds available. The University had in effect--and other universities have done the same--deprived the property owners within the established boundaries of some of their rights of ownership without just compensation. They had by their unilateral action altered the free course of land use change, both for the properties so circumscribed as well as that of surrounding properties.

Student body size was limited not by academic facilities, but by the inability to separate the student from his automobile. The City of Columbus had publicly stated that streets were not provided for the storage of private automobiles. They not only eliminated much on-street parking, but also posted an ordinance against the parking of any automobile for more than 24 hours at one time on any public street. To further aggravate the matter, funding of University parking plans was rejected by the legislature who demanded that parking facilities be provided through parking fee-generated funds.

In search of a solution for their dilemma, the University established a positive land use program which generated a secondary reaction of accelerated land use change. Special fund reserves were drawn on to buy available tracts within the acquisition area. These tracts were cleared and graveled for pay parking. Other tracts were leased with option to

purchase clauses and the right to remove existing improvements before the options were exercised. Parking lots of such scope, and the increased vehicular and pedestrian traffic which they create, are not compatible with the characteristics of a residential area. As a result the transition from residential use to other uses accelerated to the advantage of the University.

A Problem of Communication

Indirectly, the University influenced land uses in other areas of the city, e.g., the University asked the city to acquire a sizeable tract of the Olentangy River flood-plain under the federal open space program only to find that a city-wide open space program was required. As a result of the request the city implemented such a program. While this program was pending, the city council refused to grant zoning variances which included, or were based upon, the Olentangy flood-plain area.

A line of communication between the University and the city existed at a high level, e.g., the president's administrative assistant and the mayor, or the director of campus planning and the city manager. Beneath this level there appeared to be a breakdown in effective communication. For example, the first the University knew of a plan to run a new four-lane thoroughfare through the campus was when it came out in the newspaper [35]. The University made only

casual attempts to influence land use controls on its perimeter. They reported zoning violations but generally there was no action as a result of their efforts. For example, when it was reported that 8 separate utility meters were being installed at a new unit approved for only 4 apartments, the city took no action. There was frequent evidence that these two giants--University and city--live together in an uneasy truce. Land use change and control policy cannot operate to their maximum advantage in such an atmosphere.

University District Plan

Two key phrases were stressed earlier--land acquisition and University District. From the suggestions offered in Phase II of the Campus Plan [30], the city of Columbus proceeded with the development of a "University District." A more detailed discussion of zoning principles was presented in earlier sections. Briefly, however, a "district" as it is used here is to be distinguished from the older "inclusive" concept of districting which permitted a hierarcy of uses. The concept used here is one of "separate but equal facility" for each use. Each class of uses has an equal dignity and each is entitled to protection from loss in value due to intermingling of incompatible activities.

After 1,500 man-hours of work, preliminary recommendations for a University District Plan were presented to the City Planning Commission and the public [36]. The plan was given

a "hard sell" to the administration and public throughout 1964. Presented as a plan to provide for the orderly inter-relationships among land uses to best serve the University District, it proposed sweeping changes in traffic patterns, street design and location. Extensive rehabilitation and selective clearance were suggested in order to redevelop the campus perimeter with the variety of housing types necessary to deter the haphazard development of new apartment blocks and to insure their location in proximity to commercial facilities, transit, major arterial streets, and open spaces. Plans were included to create drastic changes in the existing commercial activity and to provide a bold program creating a University-oriented research and industrial park.

The recommendations were ideally suited to be super-imposed on a featureless plane void of all other activities, or to be developed upon a "floating zone." Lawrence, Kansas, offers a useful example of the "floating zone" in the ordinance which they provided to serve the needs of the University of Kansas where ample vacant grounds abounded in the nearby hinter lands. The "floating zone" concept finding expression in their "Planned Unit Development" limited to 5 acres or more is a technique where a particular category of uses is identified in the text of the ordinance, but no equivalent area is indicated on the map [37]. Given the "right" proposal by the "right" developer, this textual

reference, after extensive and careful consideration, would descend on a specific tract of land.

Unfortunately the "University District" plan as presented could not be economically superimposed onto an existing neighborhood. On October 26, 1964, the city council considered the recommended plan and returned it to the City Planning Commission with a request to consider modifications suggested at the meeting. On January 29, 1965, the Planning Commission considered the report and made certain recommendations. About this time some attrition occurred in the planning personnel. Efforts to rezone met public resistence and interest in the plan began to taper off. No final action had been taken by early 1967, and it was considered that for all practical purposes that the creation of a "University District" for the campus perimeter of Ohio State had failed to materialize and had accomplished little of its intended good. The complete file of correspondence and activity leading to the current stage of development was made available to this author. It provided a sound basis for what not to do when dealing with campus perimeter problems and land reuse programs.

CHAPTER FOUR

THE SMALLER UNIVERSITIES

University of Kansas

State Growth Pattern Affects Land Use Change

Universities are developed to serve area needs and most are supported largely through area contributions. Historically they began their existence well outside of the heavily populated areas. Because the university enrollment increases at a much smaller rate than the overall population--as late as 1941 only 25 per cent of the high school graduates attended colleges and many of those attended only for short periods of time--the universities in rapidly growing states or urban areas have become landlocked. While there is a direct correlation between the size and growth of the area and the size and growth of the university, the relationship may be distorted by the policy of a university toward the admittance of out-of-state students. For example, the 1965 Kansas State legislature required that out-of-state student fees and academic requirements be increased in order to drop the out-of-state to resident student ratio from 30 to 20 per cent. Land use change pattern analysis which did not take

into consideration the attitude and the effect of state legislation could find itself quite in error.

Urban encirclement of the university can be directly related to area population, growth, and population growth can be directly related to population density per unit area. Therefore, land use change problems on the campus perimeter can be expected to be encountered at an earlier date, and to be more bitter and extreme for the older more densely populated states with many heavily populated urban areas, even when the rate of population increase is not high, than for the less populated states with a high rate of population growth relative to a small base population.

There exists, then, a strong possibility that universities, such as the Ohio State University, have already encountered land use change problems on their campus perimeters that schools such as the University of Kansas and the University of Florida have yet to face. If the universities such as Kansas and Florida take full advantage of the campus perimeter experiences of universities like Ohio State, perhaps campus perimeter patterns could be directed toward a more ideal land utilization. Research conducted for this dissertation suggested that only a very small filtering down of experiences has occurred. There is a definite tendency for each university to operate in an autonomous manner. The "head in the sand" attitude is perhaps the result of a lack of properly trained personnel in this field of

endeavor coupled with the naive attitude of the institutions of higher learning toward their functional position in the community.

The University of Kansas is one of those that has not yet been faced by the landlock problem created by rapid state or urban population growth. Its 14,600 on-campus student body combined with 28,000 permanent residents make the population of Lawrence 42,600. The slow growing state of Kansas has had time to carefully develop its junior college and state college system in the areas best suited to the state growth pattern. There are some general classifications present by which one can group universities by broad generalities; frequently encountered individual differences do not make generalizations less valuable.

The University of Kansas is a prime example. Topographic characteristics in the immediate area of the University are unique. Situated on a hill (Mr. Oread) 180 feet above its river valley town, the University grounds make a green wedge into the town [38, Plate 1]. Steep street gradients of the gridiron development pattern prohibited commercial encroachment and restricted the residential development to rather large and expensive units. While protected on 3 sides from community encroachment, the University was at the same time limited to an elongated growth pattern. This was no major problem for a 4,000 student body, but horizontal expansion for a larger student body was limited

by the elongated pattern because of the difficulty of student movement. Despite the fact that it was not land-locked, academic facilities expansion had to be vertical. This meant overcoming the inertia of tradition. The old buildings, so loved by the alumni, were razed, quite contrary to the experience at the University of Missouri to be discussed next. Because of the unusual topographic characteristics, the University of Kansas was flanked on the west and southwest by rangeland unspoiled by urban encroachment. There was ample room for student residence and parking expansion. Students could be required to navigate the steep grades to attend classes while the urbanites had no such compulsion.

Endowment Influence

Considerable discussion has been devoted to the difficulty of convincing the legislature to appropriate funds for campus expansion. It can be generalized that such a reluctance retards direct land use change activities for universities.

The University of Kansas faced the same legislative problems, but their action in overcoming such an obstacle was unique. "The Wilkins Story" tells a great deal about the exceptional Kansas University Endowment Association:

> Beyond doubt, the Kansas University campus would be much smaller than it is today and would pose many problems for future growth--as is true at many of our sister institutions which have not had a benefactress like Mrs.

> Wilkins--were it not for her generosity and also the farsighted thinking of the University administration and the trustees of the Endowment Association [39, pp. 1, 7].

Two-thirds of the present campus, or 650 acres, have been purchased by the endowment fund and more land is being accumulated for a farsighted expansion program. This is the leading endowment association in the nation. Because of it there is no pressure for a Section 112 urban renewal program and its resulting community and land reuse problems.

Different Reactions to Common Problems

Even problems common to every university community cast a different shadow on land use change forces and community relationships for each individual area. Sewerage disposal is a common problem. Because of the topographical characteristics in the Lawrence area, there could exist serious conflict between the University and the community--such conflict does not exist at the University of Kansas. The University shares the cost of developing a community sewerage system and promptly pays its share of operating costs. Just the converse is true at the University of Missouri. The city provides the facilities and bills the University a use charge, which is frequently left unpaid. The result is ill feeling on behalf of the city administration who complain of being unable to force a sovereign arm of the government into paying.

Student acceptance by the community varies widely; perhaps this can be directly related to the manner in which common university-community problems are handled. At the University of Kansas ample perimeter parking is provided by the University at $10 per year per car. This type of university-community cooperation helps to alleviate some of the student-created problems and somewhat removed the student as a sore spot in the community. In return the city has cooperated well in setting up an effective campus traffic control system for municipal streets cutting University grounds, as well as for surrounding streets. On the other hand, there is no such cordial relationship at the University of Missouri. Little campus parking is provided and recently when the University requested no parking on a small area of the municipality-owned campus streets, and one side only parking on a portion of the others, the city hedged on the request.

The request was granted for a 90 day trial. At the end of that time an ordinance to put the change into effect was read to the council twice. The third reading was held over because it came up during student vacation. The city's reasoning was that the students might not approve of the ordinance, and that it should not be passed unless they had a chance to hear and approve of it. It would be difficult to isolate the municipality's true concern for the students' feeling and their animosity toward the University.

Effect of Tax Base Loss on Direct University Land Use Change

There is one thorny problem, however, which appears the same regardless of which community one is at. That is the freedom of the university from being a part of the community tax base. Perhaps the greatest resistance to direct university participation in land use change results from community reluctance to have its tax base decreased. It is a difficult concept to override. Various attempts have been made by the municipalities to offset such tax base losses. The city of Lawrence, through Douglas County representation, made an unsuccessful legislative attempt to tax all student-driven cars at their base of operation rather than at their home base. Other university communities have tried various ways--most universally unsuccessful--to combat this problem.

Three Specific Land Use Change Pressures

University-created land use change pressures fall into three specific categories: direct university acquisition, demand for student services, and demand for student housing. Many variables act upon these pressures and various approaches are taken to satisfy the demand. Direct university acquisition may be accomplished by negotiation, by implementation of an urban renewal program, or by eminent domain proceedings.

Land use change patterns resulting from the demand for student services depend largely on the original location of

the university relative to existing commercial centers. In many areas the schools were laid out to be within walking distance of a village square, and as both grew the relationship became even closer, as there existed a natural tendency for the commercial center which served the entire community to also align itself more closely to the university. One common commercial area, then, satisfied the needs of both the university and the community. There was no need for strip commercial development on the campus perimeter. The Universities of Virginia and Kansas are examples of this type of commonly shared commercial areas. However, land use study maps developed by the Ohio State "University District" indicate an entirely different land use change pattern resulting from the demand for student services [33]. Strip commercial development occurred along its campus perimeter. Homes were converted into little shops and service facilities of a marginal nature. The result has been to hasten deterioration of the campus perimeter neighborhood and to increase the tendency of the University to shun its campus perimeter neighborhood.

In the early stages of campus perimeter development, there was a tendency for the faculty to construct nice homes within walking distance of the campus. It became a status symbol to live close to the cultural atmosphere of the university and the development of large quality homes occurred in many campus perimeter neighborhoods. As the pressure of

increased student enrollment began to accelerate deterioration of the campus perimeter neighborhood, the original inhabitants moved to outlying areas of the community and the vacated houses became rooming houses for students. In many areas these homes were overoccupied until university housing programs became established, creating a balance in student housing. As a balance was established, the residential characteristic--at a lower level of quality--was sometimes re-established with little actual land use change occurring. This was the situation at the University of Kansas. At other universities, e.g., the University of Chicago, the single family residential characteristics of the campus perimeter were completely erased from its campus perimeter neighborhood.

It was not until 1955 that student housing demands led the University of Kansas to establish a major on-campus housing program. The initial program called for housing 50 per cent of the students on campus. By 1967, forty-one per cent of students were housed on campus. Pressure for campus perimeter land use change to house students had been held to a minimum. By 1966, University-developed housing had reached a saturation point. High vacancy rates began to develop in the converted campus perimeter rental units as well as in the newer dormitory units. A tendency existed for the single family residential characteristics to reappear in the

campus perimeter neighborhood. Firmly fixed plans for future land use change on the campus perimeter were being re-examined.

A vacancy of 45 per cent was observed in one privately-owned campus perimeter dormitory-type unit. Construction plans for a 1,000 privately-owned unit dormitory project on the campus perimeter was withheld pending further consideration of need. Its campus perimeter site had been purchased by over-bidding the University when these previously single family residential sites were offered in the open market. A choice between two uses had been determined in the open market--institutional or private multi-residential. But, with a change in the demand for the type of use planned by the purchaser of the site, it was found that the alternate highest and best use was not permitted under the existing zoning. So, pressure for zoning variance resulted, and a different land use pattern was beginning to develop.

The crisis for campus perimeter land use to accommodate student housing needs passed for the University of Kansas community with no major problems. Several factors contributed to the ease of transition. A strong state college and junior college program had been developed to stabilize resident demand for college education, and a stable enrollment had been reached. A legislative request to limit out-of-state student enrollment had been observed. A strong endowment program had made it possible to purchase vacant land for rapid

development of an on-campus student housing program. This University was in the unique position of being a neutral land use change force on the campus perimeter. If University housing continued to show a vacancy, the University stated that its off-campus residence regulations would be redesigned to force the student back onto the campus.

Autonomous Satellite Campuses

It is quite commonplace for large universities to establish separate and autonomous units of the main body. The University of California has 9 campuses, the University of Missouri has plans for 4, and the University of Kansas has 2. Such autonomous units are often widely separated in order to serve the state most efficiently. However, some universities have found it necessary to creat 2 autonomous units within the same city or county, e.g., the University of Wisconsin owns another site in Madison but it has shelved plans for its use. Ohio State University has proceeded with plans for a 12,000 student autonomous unit within its county of Franklin. The University of Kansas took a unique position 40 years ago when it decided to establish its autonomous medical school 50 miles away in Kansas City, Kansas. Each of these actions or considerations would need to be taken into account if one expected to fully understand and foresee land use change forces and community problems of each area. No more than a superficial understanding of

any one of these communities, or any other community, can be gained unless each area is independently considered with respect to its individual characteristics.

The University of Missouri

While enveloped in much the same economic and social atmosphere, the University of Kansas and the University of Missouri are as dissimilar as a new limosine and a 25 year old jalopy. The University of Missouri was a curious mixture of old and new--or urban renewal and tradition. To present the picture fully would be far too involved for a dissertation of this scope.

Lack of Planning Affects Land Use Change

Even with a 1,200 acre campus, 18,650 students and 80 major buildings, the University had no campus planning department [40]. Campus planning recommendations were made by an appointed plan group consisting of 5 faculty members, none of whom were trained in the planning field or paid for their services. City planning was done under the supervision of the City Engineer because the city was unable to attract a planning director for several years.

The schism between the city and the University was wide and deep. Little cooperative liason existed between the 2 groups. This was definitely in contrast to their neighboring community of Lawrence, Kansas--the communities are about the

same size. The city has only recently completed phase one of a new comprehensive plan. The last one in 1935 was ignored. Planwise, the University was no better off. One must be aware of the lack of planning on the part of both to fully understand the University-community problems and land use change pressures.

Much like the University of Kansas, the University of Missouri is a green wedge pointing toward the central business district of the city--at the blunt end of the wedge was open country largely held in public ownership. Lacking a comprehensive plan of campus development, this open corridor to the countryside has gradually become restricted by multi-family development, a new medical complex, and a sports arena. Administrative and transportation difficulties which would be encountered in expanding the main campus through the remaining corridor to open country are considered by the University administrators to be too difficult to surmount.

Restricted administratively, but not physically, to a small, irregular shaped main campus, cluttered by an old, ill-planned physical plant, the University must grow upward, grow outward, or redesign its existing physical plant. The manner of expansion is one factor which must be considered if one is to understand the land use change force pattern resulting from the union of the University and the community. Some universities capitalize on all 3 approaches to growth,

e.g., Ohio State University. Others are situated so that they can utilize only some of the approached, e.g., the University of Kansas could only go up on the sites of old buildings. Decisions as to which pattern of growth to follow are basically arbitrary, and therefore, most difficult to predict.

On-Campus Development Pattern Affects Campus Perimeter Pattern

Decisions as to which pattern of growth to follow are further complicated in that they cannot always be made in an autonomous atmosphere. Extraneous forces do direct the decision making for the University of Missouri. Soil bearing weaknesses resulting from a structural fault prevents the construction of high rise units on the main campus. Alumni resistance effectively blocks the demolition of functionally obsolete structures, e.g., the School of Journalism established in 1908 is illogically located and functionally as well as physically obsolete, but all efforts to do away with the old structures have been successfully defeated by its alumni. Faculty resistance has thwarted efficient regrouping of various disciplines. Under such trying circumstances, it was necessary for the University to grow horizontally on new ground.

Efforts to expand the campus horizontally in an orderly manner were hampered by the traditional lack of funds for land acquisition. Because of the pall of pending University

acquisition, properties on the campus perimeter were prevented from changing uses as dictated by the economic climate of the times. The cry was that the University, through its lack of action, was depriving the property owners of some of their property rights without due compensation.

University Acquisition and Disposition

Lack of prudent land acquisition and disposition policy on the part of the University further complicated the land reuse pattern on the campus perimeter. One piece of property acquired by the University was sold to a private firm for $4.50 a square foot. In addition, the buyer agreed to restrictive covenants which left much of the building design and operating procedures for dormitory use to the University. Land of this type had been purchased by the University for $1.50 to $2.00 a square foot, the typical price for campus perimeter land. Unwittingly the University had sparked a land use change force precedent which would rise up to haunt it later.

Success breeds competition, and the dormitory built on the $4.50 per square foot land purchased from the University was a success. Another private group decided to duplicate the successful maneuver, and so took an option on 4 contiguous closeby parcels of land. The owners were willing to sell at $4.00 to $4.50 a square foot where they had been unwilling to sell to the University for $1.50 to $2.00 per square foot.

Action was taken by the University before the options were exercised in an effort to condemn the properties under their sovereign rights. Showing a remarkably naive attitude toward their effect on land use change forces and values, the University still proposed to pay only $1.50 to $2.00 per square foot for the 4 disputed contiguous tracts--using their right of eminent domain--a completely illogical and unsophisticated position.

The courts would, in all likelihood, grant possession of the land to the University at or above the price offered by the private group. Thus, 2 competing segments of society were instrumental in establishing a land reuse and value pattern of individually owned, but contiguous parcels of, land on the campus perimeter.

Urban Renewal Problems--Section 112

It is sufficient for this study to note than an urban renewal problem had developed between the University of Missouri and the city over the use of Section 112 non-cash credits for an urban renewal program. The difficulty stemmed from the city's desires to use the University's non-cash credits, and then to keep the acquired land in order to relocate the city offices from the poorly designed, 1935-built, quarters to new quarters on the campus perimeter.

This brief discussion does not pretend to exhaust the available data relating to the land use change forces and

university-community problems that are created by the University of Missouri. Sufficient data are available for the preparation of a complete dissertation on this one topic. Data presented here are those which highlight the possibility that the University of Missouri and its community, as well as most other universities and their communities, have individual characteristics of such strength that it renders the possibility of defining a simple mathematical or statistical model capable of providing a quick and accurate understanding of the forces of land use change on the campus perimeter as unlikely. It does not, however, preclude development of a helpful model. One should note that of these 4 major schools, 3 of them have expanded their dormitory facilities to the extent that approximately a 10 per cent vacancy exists for each and the rate will likely rise. If this vacancy rate continued to exist or rise one should expect a shift in off-campus housing regulations which would force the students back into university controlled dormitories. Such a change in regulation would have an effect on land use change patterns on the campus perimeter in general.

Size, both university and surrounding urban area, has an effect on the complexity of university-community relations and land use change patterns on the campus perimeter. Four of the large universities have been discussed. Two smaller schools, one a state university and one a state teachers

college will be briefly discussed in an effort to present a broad sweep of the spectrum.

Kansas State Teachers College at Emporia

A school with a student body approaching 8,000 in a town having 19,000 permanent residents plays an important role in the community [41, 42]. Despite the importance of its role, the College is resented by the townspeople, and is not understood or fully accepted by the city administration. Located within walking distance of the central business district, and originally surrounded on 3 sides by large homes which served student housing needs, the College was little different from other colleges and universities. Gradual encroachment of strip type commercial activities closed the short gap between the central business district and the College. As student enrollment increased and the diminishing supply of large, old homes became incapable of housing the increase, small apartments sprang up in an uncoordinated pattern. Wherever sufficient ground could be economically assembled, political pressure was applied for zoning changes and building permits.

Urban Renewal--Section 112

To prevent the College from being boxed in by new construction and to help revitalize the downtown area, "town and gown" joined in proposing an urban renewal program.

Section 112 would greatly aid the project. Public sentiment against the program was extremely strong. Two faculty members led the fight against the proposal. They presented the city council a 3,900 signature petition opposing the renewal program. As a result the council passed a 10 year moratorium against any urban renewal program for the entire city.

Composition and Type of Student Body

The rate of student growth is an important factor to consider when analyzing land use changes on the perimeter of institutions of higher learning. Some universities, e.g., the University of Florida, stress the need for a changing percentage relationship in favor of upper division undergraduate enrollment and graduate enrollment. The composition of the student body has an effect upon the type of land use demand, both on and off campus. Not only the relationship of the various levels of the student body must be considered, but the ultimate goal or occupation of the student body must be taken into account as well.

For this reason, a state teachers college has been injected into a stream of thought directed primarily toward the university. A great bulk of the financing of institutions of higher learning comes from legislative appropriations, grants from private enterprise, or government. Each of these bodies are primarily staffed by business people and rarely is the academic person or teacher part of the staff. The

cream of the financial benefits flow to institutions which have spawned the personnel for these fund-dispersing bodies. As a result one should not expect the teachers colleges to grow as quickly nor as broadly as the liberal arts, scientific, or business-oriented institutions. A detailed study of the Kansas State Teachers College and the city of Emporia, aided by a recent comprehensive plan and a transportation plan [41, 42], indicates these to be valid generalities. Land use change patterns will not be as pronounced or as complex for teachers colleges and their communities as for the universities and their communities.

Some universities have relatively small student bodies by choice. With the growing pressure for more academic training, the small universities with high ratings are able to select an elite student body. Both the size and caliber of the student body have an effect on land use change patterns of the community. Meeting the small-elite university criteria is the University of Virginia.

The University of Virginia

Including a student body of approximately 8,000, the total population of Charlottesville, Virginia, is about 32,000. The University seemsto exert little controversial pressure on the community as a whole, and not much more on the campus perimeter. Only a small and inconspicuous commercial area--The Corner--disrupts the residential character-

istics of the campus perimeter. This is a "gentlemen's" school where the student blends so well with the townspeople that they cannot be distinguished in the downtown pedestrian flow. Students are not observed after sundown. The lethargy of the town and the University are deeply felt in the shadows of the Jefferson-designed and built halls.

University growth occurs at rigidly controlled rates which are partially determined by the community's ability to absorb, without undue pressure, the increase in the student body. Expansion of the University's physical plant and grounds continues to be toward open country with the majority of land use change being from agricultural use to academic use. Even with the honor of a recent large NASA grant, there is little to disturb the existing conditions, or to create radical change, in this aristocratic setting. Little can be said about land use change patterns and university-community relations for the University of Virginia at Charlottesville that would be in common with other university areas.

Impressions Obtained from Field Research

Only a small portion of these data obtained from field research has been presented here. However, at no time in the gathering and winnowing of these data has there appeared an ideal pattern of activity which could be reduced to a suitable mathematical or statistical model. Even though

university-community relations are buffeted by many variables, there is sound evidence that a plurality of common events and problems exist. A fixed pattern of events occurs as a university becomes landlocked and pressures increase for it to continue to develop in spite of its landlocked situation. Land use change occurs first on the campus and then on the campus perimeter neighborhood. The pressure for such change is directly related to the population growth of the state and its urban areas, to the population density per area unit, and to the attitude of the state legislature on the standards for student requirements for enrollment.

Population expansion and the resultant population density per unit area have been greater in some states and urban areas than in others. Thus, the problems created between the university and its community as a result of the needs and desires to change the land use patterns on the campus perimeter are in various stages of advancement. Some university communities are well into an understanding and solution of their dilemma while others are just beginning to sense that such a dilemma exists.

Field research conducted for this dissertation suggests that an ideal land use change pattern for the campus perimeter neighborhood is seriously hampered by the inability, or the lack of desire, of the university representatives to communicate with the local officials and populace of its community. That the same pattern of errors exists from university community

to university community suggests that there is a lack of comprehensive communication even between universities. Problems which have been encountered and overcome by one university community are the same ones blindly encountered and muddled through at a later date by another university community as though such a problem were unique to its own university community.

The importance of understanding that there are a plurality of common university-community problems which directly affect the land use change pattern of the campus perimeter neighborhood has been stressed. It would perhaps best be left to a team composed of sociologists, political scientists, and land economists to delve more deeply into the situation and to formulate procedures for a more efficient utilization of university and community efforts.

There is strong evidence that an understanding of the plurality of common problems existing between the university and its community can help one better understand the general direction and extent of land use change on the campus perimeter neighborhood.

From an understanding of the general problems existing between the university and its community, predictions can be made about common pressures for land use change on the campus perimeters, e.g., student demands on inadequate housing and services result in conversion of existing facilities which leads to, or serves as, a transitional carrier until a higher

and better use is introduced. But, the uncertainty resulting from the multitudes of individual land ownerships prevents the pinpointing of specific properties which will undergo major land use changes.

In this welter of individual actions which refuse to coalesce into a body of sufficient character to be molded into a mathematical land reuse model, there does exist one consistent and commonly reoccurring characteristic. Consistently observed in the campus perimeter neighborhoods as well as other established, highly developed neighborhoods, is the problem of reassembling small parcels of land into the economically usable tracts demanded by a changing economic and social climate. Reassembling is done quietly and often surreptitiously. Culmination of the activity is noted suddenly as the demolition of old improvements and the construction of new ones.

The art of reassembling broken tracts of land is little known even among the professional real estate people. It is this practice which creates major land use changes in old neighborhoods, that aborts comprehensive land use planning and zoning practices, and that alters the land value structure of established neighborhoods. Because of the recent and well-defined change in the economic and social climate of the campus perimeter neighborhoods, this type of land use change activity has been strong there, presenting an unusual opportunity to explore this little understood land use change activity.

The approach taken in the final chapters--Step Two--follows directly from data and implications gained from the foregoing field research. It is a deeper penetration into the effect of the individual's action on land use change patterns in the established, highly developed neighborhood. While academic in nature, the techniques developed in the following chapters are designed for practical application.

THE TECHNQIUE: STEP TWO

(Chapters Five through Eight)

A deeper penetration into the void of understanding about the actions of the individual upon land use patterns in the established, highly developed neighborhood. The University of Florida campus perimeter neighborhood is utilized as a pilot model. A technique is explored, tested in retrospect and carried on to include a forecast.

CHAPTER FIVE

THE ROLE OF THE INDIVIDUAL AND HIS NEIGHBORHOOD

The Rationale

Studies directed to the understanding of urbanization have tended to rely upon physical form, mathematical models of dispersion, or goal tendencies. One thing is neglected in all of these approaches--the analysis of the influence of each individual land transaction upon the established, highly developed neighborhood land reuse pattern.

In the past this appeared to be an impossible task. However, in this day of the computer, such a large scale task is not inconceivable. However, the technique developed here does not involve a computer program. It is still possible, however, to make a deeper penetration into the void of understanding existing about the influence of each individual land transaction on land use patterns than has previously been done.

Physical evidence of land use change provided by the various mapping techniques is a static thing. It can only present a review of the resulting effect of some underlying action. If one is to foresee land use change he must first

have knowledge of the supply and demand of land in a given area.

In a modern capitalistic society all land use change can be directly related to some economic condition. For an understanding of economic conditions, one must look to the individual. Therefore, for a better understanding of land use change one must look to the individual.

Land use transfers which result in land use change involve relatively large sums of money, perhaps the largest single item of expenditure in the budget of the individual or business enterprise. People are reluctant to discuss the intimate terms of, or the reasons for, their financial maneuvers. They fear competition; they fear taxing authorities; and frequently they are unsure themselves of the reasons or full significance of their own actions.

The purpose of Step Two is to develop an orderly economic approach, using the University of Florida campus perimeter as a pilot model, to a better understanding of the individual's part in land use change procedures. It is anticipated, however, that the approach will be applicable to any neighborhood in any city, and that it will serve as a basis for a better understanding of the pressures which reshape cities.

The technique is based upon the hypothesis that an analysis of the public recordings of legal documents involving land transactions may be used as a source of economic

indicators through which a relatively rapid and extensive understanding of the basic neighborhood forming factors may be obtained. An orderly approach to the understanding of how and why property transactions take place, and their economic impact upon surrounding properties, will lead the academic, governmental, and professional groups to a better understanding of the rise and decline of neighborhoods. This in turn would serve as a basis for a better understanding of the continuous structural change taking place in today's cities. If these forces could be better understood, then investments in property could be more wisely made, neighborhood decline and decay lessened, and the general welfare of the economy improved.

Property transactions result in population shifts, and a population shift causes property transactions. The movement of people cannot always be accurately forecast or the reasons fully understood, but shifts often form land use patterns that hold for long periods of time. Outwardly changing neighborhood trends are noted as abrupt changes, e.g., a residence is torn down to make room for a modern motel. Underlying such change, however, may be many interwoven actions.

Each final legal action involving a property transaction must be represented by a legal instrument or document. In an effort to protect the public from harm, certain types of these documents are required by law to be filed and

recorded in the public records of the county in which the property is situated. As a matter of self-preservation other documents involving certain rights in property are also recorded in the public records. Properly interpreted, these recorded instruments reveal the underlying pattern of land use changes and land values. From the analysis of these progressive records, it is possible to plan for, on the part of the individual and the society as a whole, a better utilization of land.

In essence, what is proposed here is a dynamic analysis of gradual but continuous land use change. The focus is upon supplying a basis for decision or action as well as for an understanding of the process itself.

Quality of the Public Records

Public depositories are financed from tax-funded sources. Traditionally such funds are politically administered or controlled. As a result the quality of the public records varies from one political entity to another. In the most sophisticated areas, land transactions are filed by subdivision in platted areas and by section, range, and township in unplatted areas. Such a system is most flexible to work with. Some depositories file all instruments by general alphabetical indices; such a system is extremely limited in its usefulness. Still other areas file land transactions separately under grantee-grantor indices. This system is also difficult for the research analyst.

Supplementing the public records, most counties have abstract companies which specialize in land title research. They have a duplicate set of county records which have been indexed for ease of research. Most abstractors are generous in assisting in land transaction research. Unfortunately the local abstractor for the county in which this pilot model was constructed was uncooperative. The county records of Alachua County, Florida, while being upgraded, had only a grantee-grantor index system. While difficult to work with they did provide a base for Step Two. Partly because of the poor quality of the records, Alachua County was chosen as the pilot model base. Reasoning on the basis that if a successful pilot model could be developed from poor quality records, then, it should be a workable technique in all urban areas.

A primary and important phase of the study was the development of the data bank. Universally, local real estate agents are interested in land transactions in their area, mortgage men in liens, and credit managers in repossessions and judgments. Supplying these types of data from daily recording provides a living or supplementary income for interested persons. Dispersal of these data often takes the form of a periodical or daily publication. There was in the area of the pilot model--Gainesville, Alachua County, Florida--a publication of this kind [43]. The quality of the data was not high, but it served as a

starting point in developing a data bank. Before a data bank could be constructed, however, it was necessary to establish the bounds of the neighborhood of the pilot model.

The Pilot Model Neighborhood

Correspondence with knowledgeable persons of the major campuses of the United States revealed a definite lack of any major type of study of the campus perimeter neighborhood. A small amount of research in this area has been done by the geographers. Dennis L. Spetz of the University of Louisville notes:

> With the advent of increasing enrollments in American colleges and universities several geographers have directed their attention to the question of the campus "fringe," the area surrounding each campus and that area most likely to experience horizontal campus expansion. The major emphasis so far appears to be in examining the character of each particular fringe with special emphasis given to those areas of potential campus expansion [44].

Studies such as those referred to by Spetz could be conducted within general neighborhood boundaries. In fact, neighborhood boundaries are seldom clearly defined. Because of the nature and quantity of the material involved in the pilot model, it was, however, necessary to establish clear and discernable boundary lines.

Some universities do not have a campus neighborhood, e.g., the University of Missouri at Kansas City. The University of Florida does have one. Students live "in" as close as possible and a "Gold Coast" enticed by the student dollar has developed immediately north of the University.

Specific Boundaries

Historically a railway line has been a dividing line in the development of neighborhoods. This was the dividing line where desirable development tapered off or abruptly stopped. Subsequent uprooting of the less desirable development resulting from this influence has been found to be economically unfeasible. A tendency exists for blighted areas to be skipped over by new development. Less frequently, economic pressures have been great enough to offset the economic disadvantage of the blighted pockets and redevelopment has occurred.

The pilot model area[1] is bounded on 2 sides by railway lines. One-quarter of a mile to the east, the Atlantic Coast Line Railroad created a boundary for early-day development of the campus neighborhood. It was this railway line to which the campus neighborhood and city growth reached out to meet one another. When the 2 patterns of expansion met,

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[1]Refer to Figure 1, page 132 of the text.

the railway line became the outer limit for the campus perimeter. Subsequent campus perimeter growth reached outward from the campus and existing development southeastward in cell block fashion toward the Seaboard Airline Railway which ran along the south side of the campus and continued along in an east-northeast direction where it crossed the Atlantic Coast Line Railway.

The halting southern advancement of the eastern campus perimeter, the bypassing of some seemingly undesirable topographic characteristics, and the traditional blight development along the Seaboard Airlines Railways created an early-day perimeter boundary. However, economic pressures dictated a continual growth of the campus neighborhood and the railroad was straddled as growth continued, bypassed pockets began to be brought into use.

On the north, early-day residential development tended to stop at 5th Avenue. Recent development beyond that was of higher quality. Fifth Avenue was, therefore, a natural economic boundary. Development to the west was a gradual expansion of the residential area and no close-in natural boundary was evident.

Establishment of fixed neighborhood boundaries must always be somewhat arbitrary. The scope of this portion of the dissertation dictated that the pilot model neighborhood must be representative of the typical campus neighborhood, and yet be small enough to permit one person working within

a limited budget to do a thorough analysis. Boundaries must be arbitrary and yet defendable. The author felt that to meet these requirements, the boundaries of the pilot model--the University of Florida neighborhood--must be defined as generally lying eastward of the University to NW 6th Street, southward to lands having frontage on SW 16th Avenue, northward to NW 5th Avenue, and westward to 28th Street. Land lying south of the University and westerly of SW 13th Street were not included in the area of the pilot model because of its heterogeneous characteristics. Figure 1 represents the neighborhood.

Boundaries of other neighborhoods where a technique of this type might be applied would be dictated by the purpose of the study, e.g., a speculator's desire to invest, and the size of the budget and available staff.

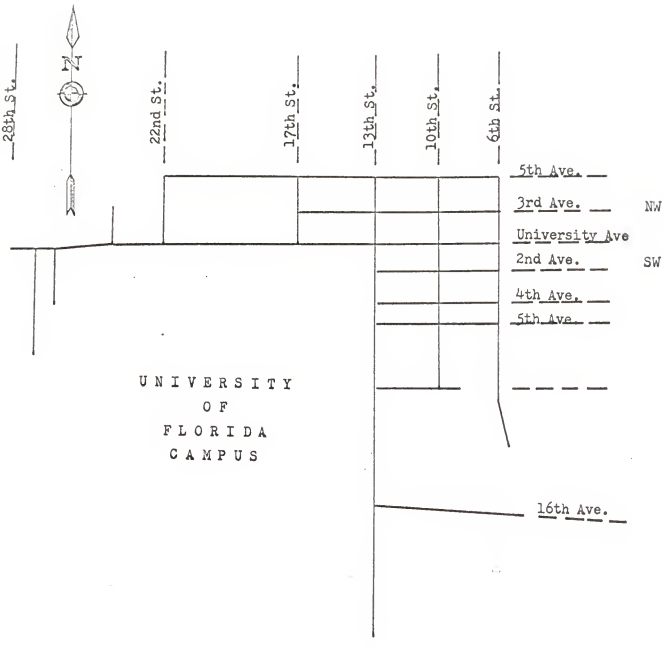

Figure 1

The Pilot Model Neighborhood

CHAPTER SIX

THE DATA BANK

The Need and the Construction

As its name implies, the data bank is a place where information can be collected and stored in an orderly array. The quantity, quality, and type of data depend upon the quantity, quality, and type of final product desired. For this dissertation, the data bank consists of information directly related to all of the land transactions which occurred within the area designated as the pilot model neighborhood for the years of January, 1950-June, 1966.

For ease of handling these data, the neighborhood has been divided into 7 individual zones, each having some distinguishing social or economic character of its own. Each individual land transaction was placed in a time order sequence along with the following information about it: (1) legal description, (2) tax account number,[1] (3) date of sale, (4) deed book and page where recorded, (5) or official book and page where recorded, (6) sale price, (7) square foot of land area, (8) cost per square foot of land and

[1] In order to hold down the bulk size of the dissertation, the data bank as included in the Appendix is identified by Tax Number only.

building, (9) grantor, and (10) grantee. Also entered was the name, location, and date of platting of each subdivision within the neighborhood. These data are passive by nature, but they serve as a bench mark from which answers may be formulated.

The current trend of thinking, based upon a review of recent studies and formal training, tends to lead one to develop a data bank which would provide a basis for mapping and charting some time series analysis and correlation of sales data and building permit activity. Such an approach might prove interesting for a given locality, but no new thought would evolve for the benefit of the general field of knowledge since this approach has been the basis for numerous studies in the past.

If additional knowledge is to be had, one must continue to strip away layer by layer, the things which cloud and conceal the underlying issues. To relate building data to land use change is to read a book and not wonder what prompted the author to write it. Land transactions precede and often occur numerous times before improvements are added.

Each property transaction is a vote of confidence by each of the participating parties in their ability to do better with what they got than with what they gave. Each new grantee[1] has his own idea of what his land should be used

[1] Grantee is the buyer.

for, and he has a wide range of choices. Legal and private opinion have influence on his actions, but the grantee holds a strong position as the possessor. He may override local authority and public opinion[1] in his choice of land use.

Certain legal documents relative to property transactions are required by law to be filed publicly and others are filed as a matter of self-preservation. An analysis of these instruments is as close as the analyst can hope to come to the actual reasoning behind each individual transaction. The ultimate data bank would include every transaction of record, the age and marital status of the owners, their occupation and extracurricular activities, and so forth. A broad range of data could be compiled and computer-programmed so that every possible combination of pattern indicating land use change characteristics could be immediately identified. Programming of this type and extent is beyond the reach at this time of our society; however, simpler computer programs are practical. However, this dissertation evolves more around theory than large scale practical application.

For the pilot model, the author began his data bank with a large, but incomplete, list of all the properties sold in the model campus perimeter neighborhood from

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[1] "Tracing a Complex Transaction Through the Public Records," p. 230.

January, 1950 through June, 1966. While grouping the sales information for construction of the data bank, it became quite evident that all of the sales transactions during that period were not at hand. A random sampling of the Official Records Book confirmed this fact. Efforts to upgrade these existing data with the use of the grantee-grantor indices alone was bound to be impractical.

If the suggested technique were to be of value it must be capable of functioning under this type of adverse condition. Available data were arrayed by subdivision and further arrayed by date. Where obvious gaps were noted in the sequence of sale dates in a subdivision, the real estate tax rolls were used as an aid to fill those gaps. They are almost always indexed by subdivision as well as alphabetically by the tax payer's name. The names of each person paying taxes on lots in the subdivision under question was located in the grantor-grantee indices. The date that he acquired the property was shown there in the deed. If the date of the deed, or other legal instrument, was more recent than January, 1950, the transaction was checked off against the original list of sales. If it was not on the list, it was added. In the same manner, the name of the grantor was checked to see when he had taken title to the property. This chain of abstracting continued until the date of acquisition was prior to January, 1950. The history of each lot was abstracted in this manner until it was felt that the

original list of land transactions had been sufficiently developed to be useful for further research. A complete list of land transactions could be constructed in this manner; however, it would be an extremely time-consuming and expensive task for other than a small area.

One cannot be certain that the most meticulously prepared data bank is 100 per cent accurate because there have been occasions where documents were withheld from recording in an effort to conceal pending land use change efforts.

Use and Refinement of the Data Bank

As a working tool, the data bank is not an end in itself. It is, rather, a guide to each transaction and a place to store information. Each transaction must be fully reviewed in search for useful information. One must place himself first in the position of the grantor and then the grantee in order to more fully understand the reason for each word of the legal instrument representing the transaction.

The book and page where the instrument is recorded is the starting point of understanding. Each transaction indicated in the data bank is first checked for accuracy of recording. Once located, the instrument is considered--word by word. It is desirable to follow a set procedure for each instrument since it may be necessary to scan several thousand instruments. The balance of this chapter has been devoted

to presenting a technique for abstracting information from passive legal documents. A basic review of land transaction documents is woven throughout the discussion for the benefit of those readers not currently involved in the field. The following chapter is directed to presenting specific examples of how this technique is applied to the pilot model neighborhood.

Types of Instruments

Having determined that the instrument does relate to the proper neighborhood, one notes the type of instrument. Most frequently observed is the property deed. Several types of property deeds may be encountered. Most common is the general warranty deed. Several variations of the warranty deed are commonly used, but all have the following basic statements: (1) that the grantor has lawful possession; (2) that he has good right to convey; (3) that the land is free from encumbrances except as noted; (4) that the grantee shall quietly enjoy the estate and possession conveyed to him; and (5) that the grantor will warrant and defend the title against all lawful claims [45]. The corporation warranty deed has the features of a warranty deed plus a place for corporate acknowledgement. A quitclaim deed conveys only the grantor's right, title, and interest therein, if any. It is most frequently used as a means to cure technical defects in the chain of title. A special warranty

deed conveys the property, but the grantor only covenants against any defects in title or encumbrances which arose after he acquired title. A trustee deed[1] is used by trust estates and executors of the estates of deceased persons to convey real estate and the powers of the trustee will be set out in the trust instrument or will.

Least common perhaps is the masters deed which conveys at the order of the court, e.g., "the said Special Master, pursuant to and in compliance with the orders and decrees of the said court did . . . ."[2] Similar in nature is the administrator's deed. e.g., ". . . the County Judge . . . has authorized the party of the first part to sell and convey by duly administrator's deed the real property . . . ."[3] Another form used by administrators, executors, and guardians, uses a clause which explains why, even though the sale price and other details may be clearly set forth, such transactions should not be relied upon as an economic indicator of market action. The following is a partial quote taken from context: ". . . County Judge . . . averring it is necessary and expedient to sell the same . . . the sale to the best interest of said . . . ."[4]

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[1]This is not the same as a deed of trust. A deed of trust is a deed absolute given to secure the payment of a debt [46].

[2]Deed Book, 299, 268.

[3]Deed Book, 348, 278.

[4]Deed Book, 370, 280.

Leasing

Leasing is a technique used which may result in land use change. The lease is at the same time a contract and a partial conveyance of property rights. Setting out the agreement of the parties makes it a contract. Transferring from one party to another the right of possession and the use of the leased property makes it a conveyance. Sales contracts or binders, contract or agreement for purchase, and options all find a place in an analysis of this type.

Pitfalls of Deed Interpretation

One hazard of relying on land transaction information implied in the deed is that frequently the deed conveyance is only the culmination of an action which occurred in the past. The deed may or may not refer to the previous cause of action. A contract for deed may or may not be recorded. In some states they are required to be recorded before homestead exemption is granted. A chain of title search will reveal any contract for deed of record. The time lapse between the initial agreement and the deed of conveyance may be considerable, e.g., one warranty deed filed on April 1, 1963, contains the following clause:

> The parties of the first part except from the warranty herein given any state of facts occurring subsequent to the Contract for Deed between the parties dated August 21,

1958, not caused by parties of the first part.[1]

The contract for deed[2] stipulates the sale price to be $15,000, and 5 years later the sales price indicated by the deed is still $15,000. In a rapidly changing neighborhood, 5 year old data could not only be of little value, but could be extremely misleading and harmful.

Mortgage Instruments

Mortgage indentures may be informative in a general way. The personal note which is made a part of the mortgage transaction may, however, be a great aid to the analyst. Ready money in large quantities is often the only way of initiating key transactions which make land use change possible. Not only the money itself is important, but so is the power, prestige, and financial and political sophistication that tends to be assimilated at the same time. It is not unusual for persons possessed of these things to desire to remain anonymous. They may fear that word of their participation might cause the prices to rise steeply, or that public opinion might be aroused against them or their proposed action. They might feel their position would be jeopardized, e.g., an F.H.A. director might be forbidden to participate directly in

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[1] Official Records Book, 221, 147, March 1, 1963.

[2] Official Records Book, 25, 311, September 8, 1958.

land use change and development activity, or a bank president might be questioned about a conflict of interest or ethical conduct if he served both as a principal and a lender. Use of a straw party might not be sufficient concealment of participation in such cases. Joining as a co-signer on a personal note which is attached to a mortgage is one way of concealing one's participation in a land use change transaction. A classic example of this is discussed at a later point in the dissertation under the heading "Tracing a Complex Transaction Through the Public Records."[1]

Options

An option to purchase real estate is in fact a conditional contract. To be enforceable, it must set forth the date at which the contractual agreement becomes effective, the terminal date on which the conditions must be met, the parties to the contract, the legal description of the property involved, the interest to be conveyed, the amount of money involved or properties to be exchanged, the extent to which the grantor warrants the title and any other contractual conditions which the parties to the contract wish to make perfectly clear rather than to risk litigation over a misunderstanding.

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[1] Page 230.

An option may disclose pending land use before conveyance of property occurs. In the following option instrument one notes that the seller has 2 years to perfect the title. No major land use change will occur until the title is perfected because no mortgage money is available for development on land which does not have a clear title. The use of said Lot 2 during the time period required to clear the title on Lot 16 may be an indication of the type of pending land use change. Also pointed out in the option is the important position of a middle person. It would appear that the proposed grantor is in a better position to influence the conveyance of the remaining undivided interest than is the proposed grantee. When the property was finally conveyed[1] the sales price was only $11,300 instead of the $14,000 as stated in the option, indicating that the grantee had been unable to convey the property with clear title. This would impede any major land use change involving contiguous Lots 2 and 16 until such a time as a clear chain of title could be established.

OPTION

WHEREAS, T. W. GAUSE and his wife, THELMA JEAN GAUSE, hereinafter referred to as Sellers, are the owners of an undivided interest and anticipate in the near future becoming the absolute owners of the following described real property in Alachua County, Florida, to-wit:

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[1]Official Records Book, 127, 385.

Lot Sixteen (16) of O.A. Porter's Addition to Gainesville, as per plat recorded in Plat Book "A," page 43 of the public records of Alachua County, Florida,

and

WHEREAS, the sellers have this date sold Lot Two (2) of said subdivision to CARL VAN ARNAM, hereinafter referred to as Purchaser, and as a part of the consideration paid to the Sellers by said Purchaser, the Sellers did agree to give, grant, bargain, sell and convey an exclusive right to purchase to said Lot Sixteen (16) to the Purchaser,

THEREFORE, WITNESSETH that for and in consideration of the sum of $10.00 and other valuable consideration in hand paid by the Purchaser to the Sellers, the receipt of which is hereby acknowledged, the Sellers give, grant, bargain and sell and by these presents do give, grant, bargain and sell to the Purchaser the exclusive right to purchase the said Lot Sixteen (16) for the term of 90 days from such date as the Sellers shall deliver to the Purchaser an abstract of title prepared by a reputable abstract company in Alachua County, Florida, disclosing a merchantable fee simple title of record to be vested in the Sellers.

The Sellers now own an undivided interest in said land and covenant and agree to use diligence to acquire the remaining undivided interest in said land and to perfect their title to said Lot Sixteen (16). In the event that the Sellers are unable to perfect their title within two (2) years from the date hereof they shall disclose to the Purchaser what title they have then acquired, and the Sellers agree that the Purchaser shall have the right to accept the title in its then existing condition and pay to the Sellers for same on a pro-rate basis for the undivided interest that the Sellers have then acquired merchantable title to. In such an event the Sellers agree to deliver all documents and muniments of title that they may have to the Purchaser.

The purchase price for said Lot Sixteen (16) shall be the sum of $14,000.00 payable $4,000.00 in cash on closing and balance by a promissory note for $10,000.00 with interest at 6% per annum, principal and interest to be payable in equal monthly installments over a period of ten (10) years with all payments applicable first to interest accrued and the balance to principal. The maker of said note shall have the right of prepayment, in whole or in part, at any time. Said note shall be secured by a purchase money mortgage. The said note and mortgage shall have the customary and ordinary covenants and conditions generally and customarily used by commercial banks in Gainesville, Florida. The Purchaser shall, upon receipt of an abstract as aforesaid have 90 days in which to exercise this option. In the event that the Purchaser shall not exercise this option, he shall execute and deliver a cancellation of this option agreement to the Sellers. In the event the Purchaser desires to exercise this option, he may do so by notifying the Sellers during said 90 day period in writing of such election and same may be done by sending such election direct, through the United States mails, addressed to the Sellers at 400 N.E. 10th Street, Gainesville, Florida. The Purchaser shall have 30 days from the time that such election to exercise the option is made in which to close this transaction. The Sellers agree to convey by full warranty deed, free and clear of all encumbrances furnish an abstract brought down to date and place the necessary state and federal documentary stamps upon the deed. The Purchaser shall bear all expenses in connection with the mortgage to be given to the Seller.

Scanning the Instrument

Having located the instrument in the records, one must then follow some orderly procedure of reconstructing the reasoning which ultimately culminated in the specific construction of the instrument. If the instrument is a property

deed, look to the names of the grantor and grantee for implicit meaning. The more frequently a person served in the capacity of either grantor or grantee, the more he is inclined to increase the scope of his transactions and to increase his stature as an economic pawn and land use change force. Involvement in land transactions always involves an element of gambling, and in much the same manner that a gambler's actions can be predicted, so can that of persons habitually involved in real estate transactions. Perhaps above all else in the deed, the name offers the greatest aid in forecasting near future land use change.

Grantor and Grantee

Beyond the frequency of name occurrence, the analyst must be cognizant of, and be able to interpret, the reason for any qualification of the name, or the occurrence of multiple grantees or grantors. A name qualified by the word "trustee" does not necessarily imply that a trust instrument has been established. However, in lieu of a formal trust instrument, a married grantee gaining title as a trustee must be joined by his wife in reconveying. A transaction in which the conveyance is made to the grantee as a trustee according to a trust instrument is not to be considered as an economic indicator to pending land use change. However, a transaction in which the grantee takes a position as a trustee without a trust instrument should be

considered as an economic indicator of pending transaction. This is a device frequently used to conceal the identity of all or a portion of the principals involved. For example, 4.32 acres at one corner of Southwest 10th Terrace and Southwest 16th Avenue (Tax Lots 15703-2 and 3) was conveyed to Lowry[1] as Trustee on March 21, 1963, for an indicated price of $25,000. No trust instrument was found on record, therefore, one could reason that a land use change was pending and that the trustee wished to conceal its nature as well as the identity of other principals.

Six months later Lowry and his wife joined to convey a portion of the property to Butler Apartments, Inc.,[2] and the balance to The United Convalescent Hospitals, Inc.[3] A check of the city directory revealed that the trustee was a local attorney. A more recent example of this reasoning is given at a later point in the dissertation where Grauer, trustee, appears as the grantee for a vacant two-third city block parcel. This suggested that another tract would soon be subjected to a land use change.

Some state statutes permit a married woman to act as a free dealer. In this capacity she can buy and sell

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[1]Official Records Book, 225, 276.

[2]Official Records Book, 296, 317.

[3]Official Records Book, 274, 386.

property without her husband joining in. When the analyst scans an instrument and observes Mary Doe, a free dealer, as a principal he should abstract her name to determine the extent of her participation in the real estate market. She may be an instrument in pending land use change. A single woman, a widow, or a widower may serve a similar function--sometimes referred to as a straw party--because of the ease with which they can convey. The fact that a corporation or company name appears as a principal should alert the analyst that an action is afoot that may result in land use change. One should check the names of the principals to see if they have meaning in special fields. It is desirable to check the date of incorporation as an indication of whether or not the corporation was formed solely for the purpose of creating a land use change vehicle. The articles of incorporation should be examined to determine the latitude of activities permitted.

Interest Conveyed

Having given consideration to both the implicit and explicit aspects inherent in the grantee-grantor clause, one should turn his attention to the extent of the interest conveyed. All or a fractional interest may be conveyed. Where fractional interests are conveyed, there is little chance that the conveyance will be one effecting land use change. Another danger in overlooking a fractional interest conveyance

is that the value indicated by the revenue stamps will also be misinterpreted. The revenue stamps will represent only the value of that portion being conveyed. Research has shown that the value shown for fractional interests are rarely proportionate to the value of the whole. Instruments conveying fractional interests should be discarded or isolated.

Date of Record vs. Date of Possession

Time is of the essence in the recordation of legal instruments. Year, month, day, minute, and in some areas, the second of recording are noted on the instrument. For the analyst the most important thing to note relative to time is the day, month, and year of filing, and the day, month, and year that the instrument was executed. This has been discussed previously and a specific example has been presented in another section. Even when filing and execution dates are within days, the transaction action may have been in process for a long period of time. Purchase options or agent's agreements may create this type of a situation and forthcoming examples will point this out.

Frequently it is difficult to persuade elderly people to give up the old home place, even in the face of pending neighborhood change. One device used by long-term speculators and specialists in land use change to circumvent this stumbling block to land reuse is to buy the property subject to a life estate clause.

The Mechanics and the Documentary Levy

The mechanical and legal construction of the instrument should concern the analyst only when they cloud the interpretation and classification of the instrument. An excellent brief review of both the legal and mechanical aspect of the documents common to land transactions is given by Adkins [46].

The prices at which properties sell are helpful in understanding the halting process of land use change in a highly developed neighborhood. Because of the secrecy in which financial matters are conducted, it is often difficult to obtain this information. Documentary stamps may be used as a means of arriving at the sales price.

A federal tax is levied upon all land deed transactions at the rate of $1.10 per $1,000 of new money involved. Existing mortgages which are carried over are not considered as new money, and are therefore not reflected by federal documentary stamps. The stamps are helpful as a crude indication of the money involved in specific land transactions. Caution must be exercised, however, in relying upon federal documentary stamps. They are required to be purchased in an amount at least as great as the actual money involved, and to be affixed to the instrument and cancelled. However, this may be done after the recording, and therefore will not always show on the recorded instrument. In an effort to conceal the true extent of the transaction, the seller may overstamp or understamp the instrument before recording.

State documentary stamps such as required in Florida, however, must be affixed to the instrument before it can be recorded. Unlike the federal documentary levy, the state tax is levied on the full purchase price. Florida state tax officials were consulted in order to determine how much reliance could be placed on state documentary stamps as an indication of sales price. They felt the documentary stamps to be an extremely accurate method of determining the sales prices of properties. A number of field inspectors keep constant check on all recordings. Various methods have been devised to help spot violations. Most, or all, of the recorded instruments are individually checked and only a very small percentage are found to be in error. One must be careful, however, to keep in mind the amount of the tax required because changes occur over time. Three changes have been made in the amount of the Florida state levy. The tax was $1.00 per $1,000 through July of 1957, $2.00 per $1,000 through July of 1963, and $3.00 per $1,000 thereafter.

Caution must be exercised when relying upon documentary stamps as an indication of market value. For example, a warranty deed dated January 1, 1961, was filed with federal documentary stamps affixed and cancelled in the amount of $20.35.[1] A condition clause set out the fact that a mortgage

[1]Official Records Book, 139, 139.

with an outstanding balance of $9,667 was to be assumed. Thus, a sale price of $28,200 was indicated. State documentary stamps indicated the sale price to be only $23,300. A closer check revealed that neither indicated price could be relied upon because of the relationship between parties to the transaction--Brashear to Brashear and Eveans. Brashear in this instance assumed the role of both grantee and grantor; no arms length market transaction had taken place. In this transaction neither state nor federal documentary stamps could be relied upon as an economic indicator.

Documentary stamps affixed to deeds in which a land trade has occurred cannot be relied upon as an indication of market value. The value base for the purpose of satisfying the Revenue Act is one estimated by the parties to the transaction.[1]

Conveyance of fractional interests in property often occurs, and can easily lead the analyst astray. Persons conveying fractional interests are required to place sufficient documentary stamps to cover the sale price of that fractional interest. Fractional interest conveyances must be considered separately. At times this may be difficult to do since an instrument conveying only a fractional interest may not implicitely set forth that fact. It may contain a

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[1]Official Records Book, 104, 177.

clause setting out the extent of the interest held by the grantor, or it may make no reference to it at all. If no reference has been made, or the analyst overlooks such reference, and relies upon documentary stamps as an indication of market value, gross error may be built into his analysis. For example, Lot 4, Block "D" of Westbrook was purchased in 1951 for an indicated price of $14,500[1] by Crist and wife, Virginia. In 1956, Crist and wife, Toledo, convey the same tract to Chandler for an indicated price of $7,500.[2] The price difference should alert the analyst to check further. Another deed dated about the same time and conveying the same tract was on record. This deed conveyed from Virginia Crist, single, to Chandler. The revenue stamps also indicate a sales price of $7,500. Perhaps a divorce had been obtained by the 1951 grantee and one of them had remarried while the other had remained single. It required 3 persons and 2 deeds to make the 1956 conveyance for a selling price of $15,000. No reference was made in either deed to a fractional interest conveyance. In this instance the documentary stamps on one deed itself were not representative of the full sales price of the property. Properly interpreted, documentary stamps can be a relatively reliable indicator of sales prices. They are not, however, infallible.

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[1]Official Records Book, 287, 212.

[2]Official Records Book, 345, 260.

Legal Descriptions

Formal procedures have been developed for the clear and concise presentation of legal descriptions. Unfortunately for the analyst, such procedures are frequently unobserved because of ignorance, carelessness, or laziness. A legal description may be completely omitted from an instrument, and in its place may be found a reference to a legal description contained in another instrument. Legal descriptions used in the conveyance of properties in the established, highly developed neighborhoods present the greatest difficulty for the analyst.

Urban land is divided into parcels of varying size by land developers. Relatively large parcels of land under one ownership are divided in a manner which the owner, subject to certain minimum restrictions, feels will best suit the immediate needs of the area and permit the greatest utilization of the tract. The subdivided parcel may be described by metes and bounds descriptions, or by rectangular co-ordinates.

Because the original division of land must be on the basis of anticipated need, it is often found to be unsatisfactory for the need which actually arises. There are legal steps for the abandonment of a plotted tract of land, but where some degree of development has already occurred, this technique is not practical. A resurvey or replatting of the original survey may be the technique used to adapt the land to more current economic and social demands. The overlaying

of one survey upon another results in confusion for all involved in land transfer transactions.

For example, the South 1/2 of Lot 9, Block "A" of Washington Heights, Goode's Subdivision of the North 1/2 of the West 1/2 of Lot 1 of Voyles Survey of Lot 19 of the Original Spencer Plat of the North 1/2 of Section 6, Township 10 South, Range 20 East as filed and recorded March 20, 1916, in Plat Book "A," page 115, is the legal description of one of the parcels in the pilot model. This description, while long to write, is clear, simple, and concise. One may find the same parcel of land variously described as: the South 1/2 of Block "A" Washington Heights; the South 1/2 of Block "A" Goode's Subdivision; the South 100 feet of the North 300 feet of the West 250 feet of the East 200 feet of Lot 1 Voyles Survey of the North 1/2 of Section 6; the South 100 feet of the North 300 feet of the West 250 feet of the East 200 feet of Sec. 6, Tp. 10 S, R 20 E; as per Deed Book 215, page 98; or simply as the tract lying east of the Fowler farm.

The older the neighborhood and the more frequent the land transfers, the more perplexing it becomes to place a parcel of land into its proper spatial context. Even more disturbing is the fact that one parcel of, say, Spencer Plat may have been left out of a resurvey, or a 100 by 150 foot parcel of land in, say, Brown's Addition, Block 5, may have been left untouched while the balance of the block had been

replatted, resurveyed, and again subdivided by its various owners. At times it becomes extremely difficult, even for the most sophisticated analyst, to match a specific legal description to a specific tract of land.

The Mosaic

From the data bank as presented in the Appendix and these techniques of understanding the public records, one can begin to piece together a picture of some of the underlying factors making for land use change in an established, highly developed neighborhood. The following chapter presents an overview of the pilot model area. It is a verbal and cartographic representation constructed from explicit knowledge about the neighborhood gained while scanning the instruments utilized in the development of the data bank, from data implicit in the data bank, and from neighborhood inspection.

CHAPTER SEVEN

AN OVERVIEW OF THE PILOT MODEL AREA

Land Use vs. Land Ownership

Land use change can occur in various degrees. Figure 2 represents a broad interpretation of the term, that of changing ownership. Each new owner may continue the same general land use, but it can never be the exact use. Even when outward appearances indicate a continuing use, the purpose of purchase may be for planned change. One of the greatest weaknesses of traditional mapping techniques has been the inability to show other than the physical evidence of the culmination of long periods of planning, acquiring and construction. Mapping land ownership change serves as an aid to a deeper probe into the process of land reuse.

Land Use Change Pattern

Figure 2, presented on the following page, is a cartographic representation of the parcels of land which have changed ownership in the pilot model neighborhood during the period of January, 1950-July, 1966. Approximately 65 per cent of the privately owned land has been involved in a land ownership change at least once during that period.

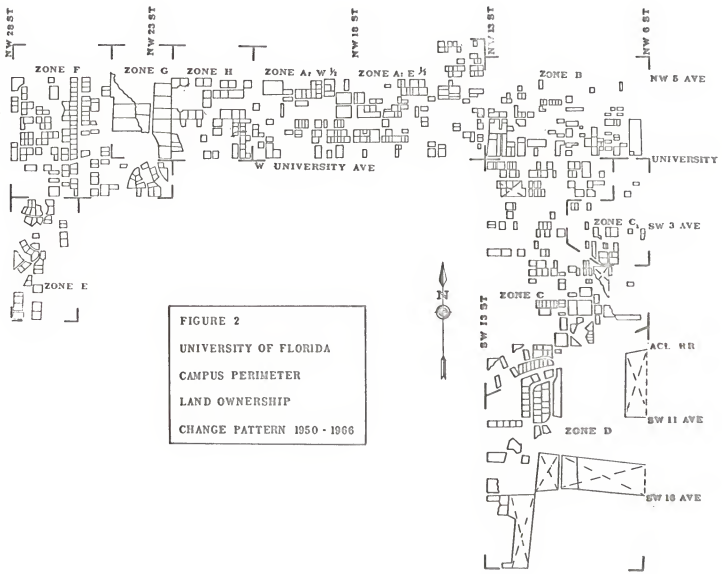

FIGURE 2

UNIVERSITY OF FLORIDA

CAMPUS PERIMETER

LAND OWNERSHIP

CHANGE PATTERN 1950 - 1966

For ease of discussion, the neighborhood has been divided into zones A through H. While somewhat arbitrarily delineated, each zone represents some specific economic, social, or age characteristic which sets it apart from its closest neighbor. Before considering each zone individually, it is desirable to observe some of the more general characteristics which correspond to features pointed out by the earlier traditional studies such as those presented in Chapter One.

Zones A, B, and the north half of Zone C show the early development pattern of small lots and narrow streets which so complicate the task of land reuse. Vacant gaps along University Avenue and SW 13th Street indicate the desirability of the first off-campus properties. Radiating out from these earlier developments are the bigger lots and the wider or curved street pattern of development. This corresponds in a general manner to Burgesse's concentric circle observation. Zones E, H, and the south half of Zone D fit very well into Hoyt's observation that growth tends to be outward along the main thoroughfares toward open ground, high sites, and picturesque settings.

Zonal locations were not a basis for selecting the examples discussed in the next chapter. The method of selecting these examples developed from scanning the legal instruments used in the development of the data bank for indications of pending land use change. It is important to

note that all of the examples used fell naturally within the zones of greatest recent land use change activity. This was in Zone A, and on the two major thoroughfares which bounded Zone B, Zone C, and the south half of Zone D.

Zone Analysis

A general knowledge of the neighborhood is useful as an aid in trimming away the area of the pilot model which has little to contribute to the near future major land use change pattern. Information contained in the data bank helped fill in the detailed information not generally known or available. Individual zone maps with the number of times each property has had a change of ownership accompanies the discussion of each zone. For more extensive analysis it would be desirable to include more of the detail from the data bank on the zone map. Zones E, F, G, and H have been discussed briefly because there is no indication of any pending major land use change.

Zone E consists of one residential subdivision established in 1926. At that time it occupied a narrow strip of land between a private country club and golf course, and the campus. Design of the street layout and the price range of the homes, to $31,500, indicate that the original intent was for it to be an exclusive neighborhood. Vacant lot sales as late as 1955 suggest that development had not been rapid. Improved property sales in the $12-16,000 bracket

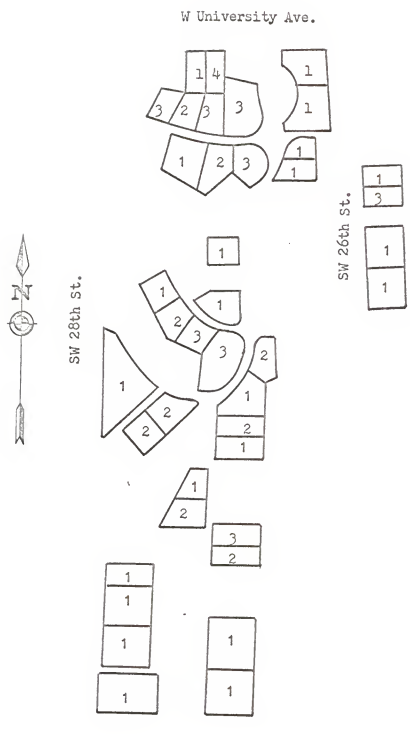

Figure 3

Zone E

indicate that the exclusive characteristics did not materialize or had faded away. Frequency of ownership change, as indicated by the zone map, suggests a high rate of graduate student occupancy or temporary instructor ownership. Frequent change of ownership may be an indication of pending land use change because rapid depreciation of fixed improvements tend to occur with frequent ownership change. If extreme depreciation and deterioration are reflected in resale prices, and there is need for larger parcels of land in the area, the situation is ideal for speculative purchasing for plottage. Prices per square foot of improved properties in Zone E, however, have tended to rise steadily. During 1965-66 the price range was $1.50 to $2.64 per square foot, well out of range of the plottage speculator. This would indicate a continuing demand for the current services rendered by this land use pattern. However, this zone should be closely observed for a price drop pattern. Its location makes it desirable for multi-family development.

Zone F consists of 4 residential subdivisions with dates ranging from 1925 to 1947. In 1950 the sale prices per square foot of improved property ranged from $0.72 per square foot to $0.95 per square foot, indicating cheap development. By 1964 resale prices had stabilized at slightly over $1.00 per square foot. The incidence of land transactions in Zone F has been high. Speculative plottage would be

Figure 4
Zone F

possible in 2 areas of the zone. A large area lying between NW 25th Street and NW 26th Street from West University Avenue to NW 5th Street, and at the NE corner of NW 27th Drive and NW 1st Avenue could be assembled for multi-dwelling development. The price per square foot, the location, and the incident of ownership change fall within a plausible range.

There is no indication from the grantor-grantee column of the data bank that such planned plottage is underway. Three reasons, perhaps, account for the lack of action in this direction. First, the availability of low-cost unplatted land in the D. L. Clinch Grant of Zone D--ranging from $0.10 to $0.30 per square foot. Secondly, the generally obscure nature of information presented here. And, thirdly, the time factor of such plottage could be measured in years while the positive demand for the use of this land for multi-unit dwellings can be reasonably forecast for only short periods into the future. Zone F, therefore, should not be considered as an area of any immediate major land use change area.

Zone G consists of a portion of one subdivision of large residential lots. The 1950 subdivision lot sales had low square foot prices--$0.08 to $0.15. Because of the large lot sizes of one to 2 acres, even an improved site sold for $1.10 per square foot in 1958 and another for $0.563 per square foot in 1964. These prices fall under the prices paid for less desirable parcels bought for development in Zone C.[1] The zone

[1]Block 18, University Place.

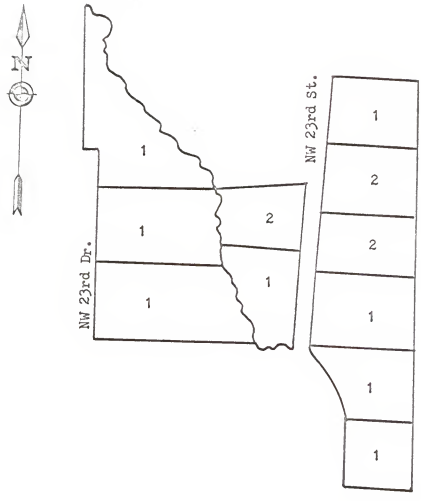

Figure 5

Zone G

has had very stable ownership, only 3 lots have been resold since being subdivided. Any one of the lots would have been very desirable for multi-unit development.

The naive observer would be quick to point out that the residential zoning for the area was responsible for preserving the characteristics of the neighborhood, but zoning ordinances and comprehensive planning have been frequently and flagrantly aborted. This not uncommon occurrence has been discussed more fully in a previous section of the dissertation. A more honest reason for the past, present, and continuing stability of the zone is revealed by the prominent names in the grantee column of the data bank: McFerrin, Graduate Director of the School of Business; Fenn, Dean of the Law School; Philpott, former Vice-President of the University; and Gertner and Hammon, both prominent local businessmen. It is the financial and political strength of the participating parties which determine the effectiveness of land use control. Zone G, then, is seen as a continuing and stable area of the neighborhood.

Zone H is composed of 5 small subdivisions and the remaining portions of an early survey. Subdivision of the original survey began in 1938 and continued through 1951. Data bank analysis indicates that the improved properties have a wide range of values--$8,800 to $45,000. However, the cost per square foot of improved property does not have

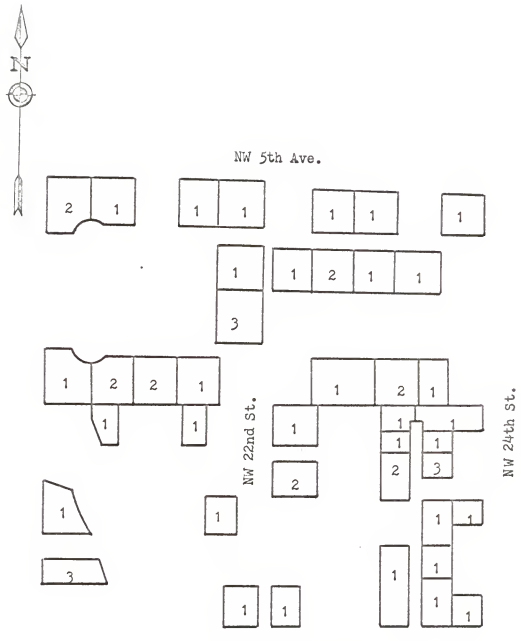

Figure 6

Zone H

such a broad range. The sale price and frequency of ownership change are aids in establishing the quality and stability of the neighborhood because they are indicators of the rank and earning capacity of the purchasers. Sale price per square foot, however, has no such connotation.

Sale price per square foot has another analytical value. It establishes a relationship between land area and improvement value, i.e., the value of the improvements are distributed evenly upon units of land area. One of the most important considerations in any major land reuse program is the cost per unit of land area. A given type of land use will have to limit its location to land which can be purchased within a narrow cost range per land unit. Most major land reuse programs must remove the existing improvements and add both the cost of the improvements and their removal to the cost of the land. One reason for a previous discussion on urban renewal was to point out that major land reuse in certain areas can only occur when society is willing to pay the cost differences between acquisition and clearing costs and the cost which a new and more desirable user can afford to pay per unit of land area.

The stability of Zone H is indicated by the low incidence of ownership change, the newness of some of the subdivisions, and the cost per square foot of improved properties, at times exceeding $2.00--all factors indicating

that no near future major land use change will occur in Zone H. Zones E through H were considered first because in scanning the legal instruments used in developing the data bank, no outstanding land use change indicators were revealed within this area of the neighborhood. This then was a process of trimming away. Zone D falls somewhat into the same category.

Zone D developed as a result of the University expansion after World War II. Its 3 subdivisions were platted between 1948 and 1959. Later unplatted land came under development. Little change was expected to occur in the subdeveloped portion which lies in the northwest corner of the zone. An excellent set of comparative examples in changing land use characteristics can be observed here in Zone D and Zone C. Each example will be discussed in detail.[1] Emphasis has been placed on these parcels by drawing diagonal dotted lines through them in Figure 2.

Cartographic representation reinforces and adds to the clarity of the verbal presentation. Each of the parcels was purchased for multi-unit housing. Zone C parcel lying closest to SW 12th Street incurred costs as high as

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[1] Problems of Reassembling Push Developers to Open Ground, p. 224; Out-of-State Purchaser for Investment Use, p. 252; Assembling Land for a 32 Unit Apartment, p. 265.

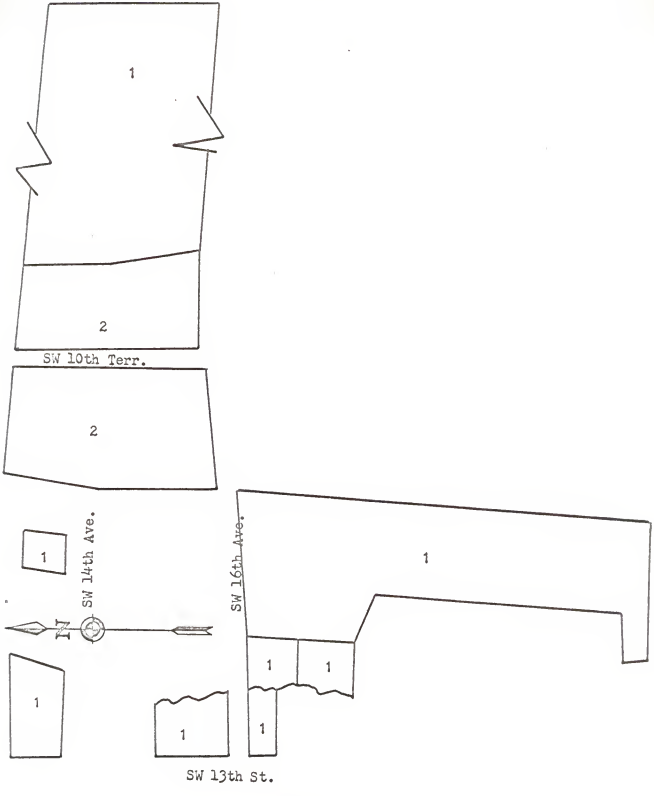

Figure 7

Zone D: South Half

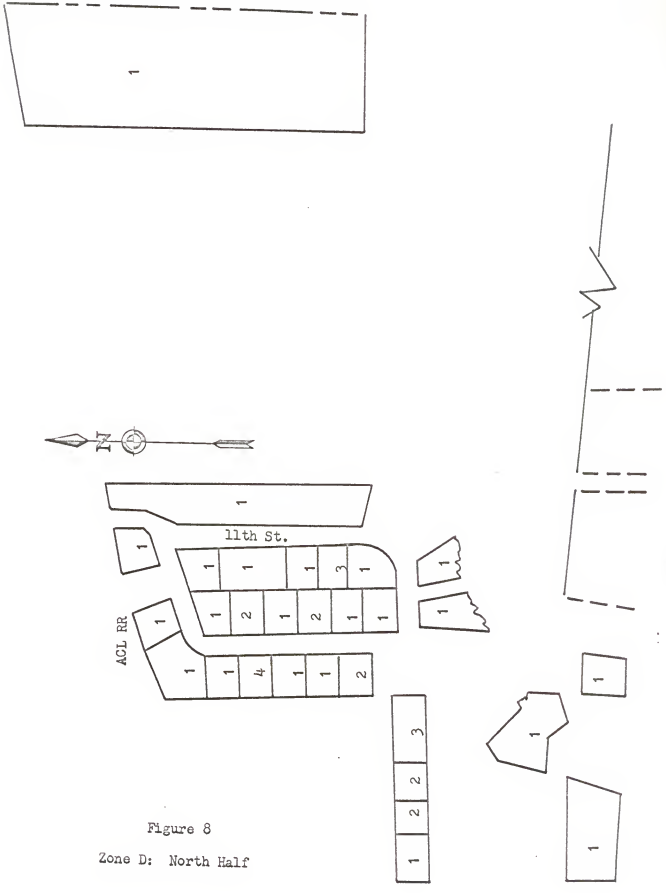

Figure 8

Zone D: North Half

$7.33 per square foot in reassembling the parcel.[1] Automatic Vending, Inc. encountered land costs as high as $1.75 per square foot in putting together the Starlight Apartment site shown as the lower portion of Zone C in Figure 2.[2] Cost is only one of the reasons for these small sites. Further development was also restricted by other problems commonly encountered in any land reuse program in an established, highly developed urban area. Serious error would be introduced if one concluded that the low cost of the land--$0.08-0.35 per square foot[3]--was the only reason for the shift in land use pattern from small to large lots.

Economic and social impacts were the same for each of the parcels. Land availability, public utility service availability, and location were the factors responsible for the change in land use pattern. The type of development occurring on the larger parcels in Zone D will prevent further subdividing of these parcels as was done in the earlier stages of neighborhood development which resulted in the small lot pattern. It was to be anticipated that this zone would continue to develop in this large lot fashion, as long as the demand for multi-unit dwellings continued. One example

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[1] Data Bank, University Place, Zone C, Tax No. 13244.

[2] Data Bank, O.A. Porter's, Zone C, Tax No. pt 13434.

[3] Data Bank, D. L. Clinch Grant, Zone D, Tax No. 15073-5.

of this pending use will be discussed in a future section.[1] Comprehensive planning and zoning ordinances may hamper or slow down such development, but it can only serve as a holding action and not as a permanent injunction. One of the distinguishing features of Zones A, B, and C was brought out by the data bank--that is, the reoccurrence of the same names as grantors and grantees. Awareness of this fact is perhaps one of the greatest contributions of this most simple of data banks.

Zones A, B, and C have similar characteristics. Here the problems of land reuse are most acute. Because of their desirable locations, some effort has been made to cope with these difficult problems. Zone A is comprised of 16 separate subdivisions whose platting dates range from 1885 to 1946. The stable nature of the zone is indicated by the low incidence of land ownership change. This feature is especially emphasized by the absence of any ownership change in a large portion of the area since 1950.

Stability in Zone A results from a different cause than that in Zone C. The heterogeneous nature of the quality of the zone is indicated by the various but generally low sales price per square foot. Frequently encountered grantor-grantee names--Thomas, Smysor, Hammon, Steadhma, Kallman, Greene, Kirkpatrick, and Bishop--can be related to the larger parcels

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[1] Problems of Reassembling Push Developers to Open Ground, p. 224.

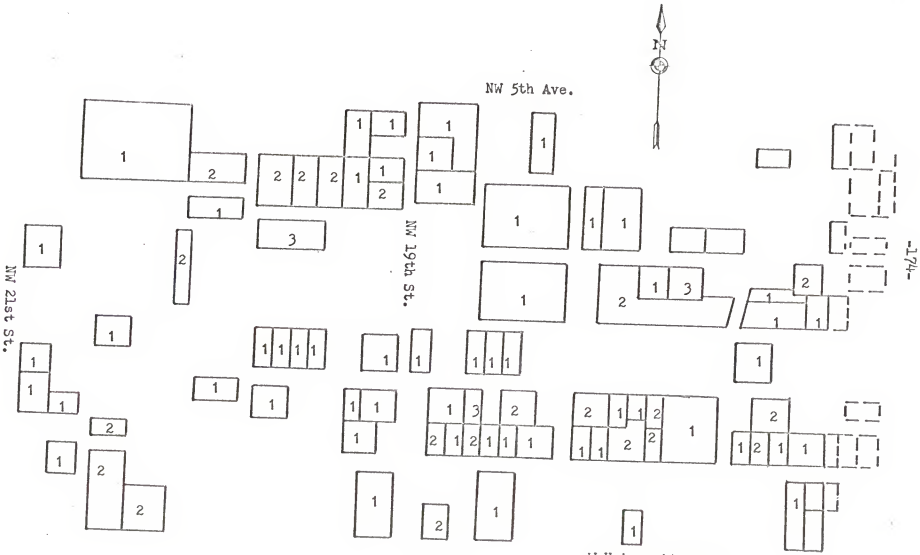

Figure 9

Zone A: West Half

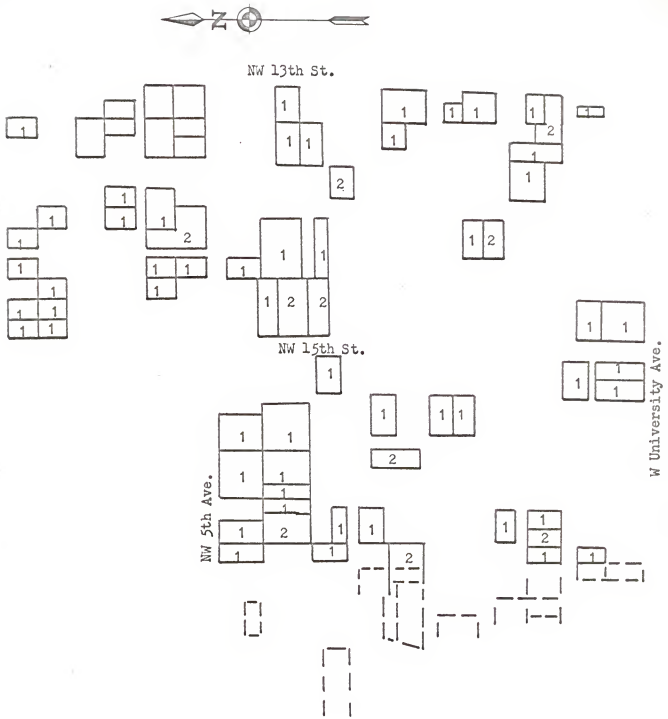

Figure 10

Zone A: East Half

suitable for major land use change. There is no evidence that any major land use change to campus related business-professional development can occur unless aided by an urban renewal program. It can be expected that small service type establishments will continue to develop across from the campus as individual tracts become available.

Zone B is similar in character to Zone A. However it is somewhat removed from the campus influence. A broader range of influences dictate land use change along its major thoroughfare boundaries. Major land use changes have been directly the result of now familiar individuals--Thomas, Hammon, Cone, or their individual corporate images. One of the most stable areas of the zone is a Negro settlement of very poor quality homes.

Major land use changes will be discussed in future sections.[1] Little chance exists for any future major land use change in Zone B except for those parcels of land along West University Avenue which now appear as blank areas on the zone map. The interior of the zone, i.e., that portion lying back of the tier of lots facing the 3 major thoroughfares has no future except continuing decline and decay, or an urban renewal program.

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[1]Selecting a Bank Site, p. 205; Acquiring Key Tracts, p. 213; The Ramada Inn Influence, p. 217; A Modest Size Neighborhood Shopping Center, 278.

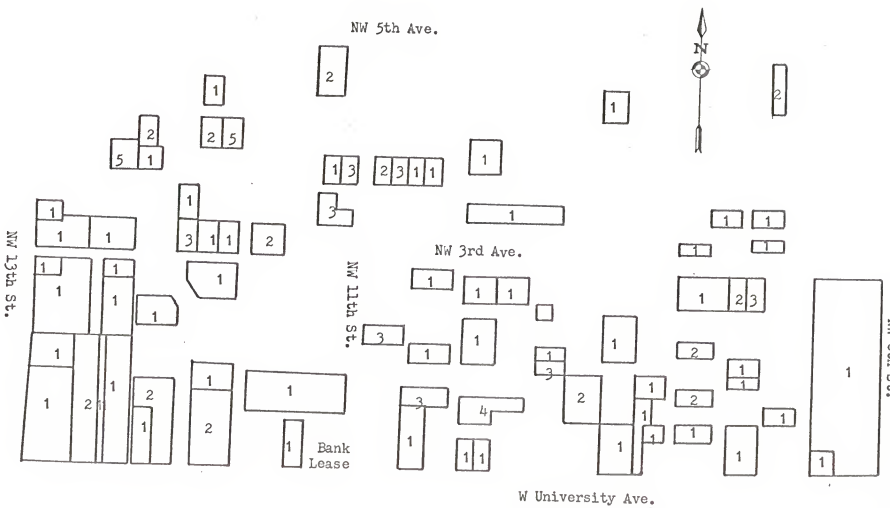

Figure 11

Zone B

As the development of the data bank progressed, it became apparent that Zone C, as originally delineated, had 2 distinct neighborhood characteristics. One was campus-oriented, and the other was oriented to the Alachua General Hospital. The grantor-grantee information revealed that the majority of land transactions in sub-zone C_1 involved medical or medical-oriented persons. The size of the hospital, the ageing property improvements in the area, and the low incidence of land ownership are indications that continued medical-oriented major land use change will occur within the zone.

Considerable discussion will be devoted to major land use changes in Zone C.[1] The greatest potential for major private land use change on the campus perimeter existed within this zone. Land ownership pattern change analysis reveals considerable areas of long-term ownership; this implies ageing ownership. Part of the area had already given way to major land use change. Such change serves as an accelerating catalyst for further change. However, new development in Zone D will tend to slow down the change process in Zone C.

Relating grantor-grantee information from the data bank with the cartographic representation developed from the same data bank indicates specific areas of pending major land use change. Currently, major land use change can be

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[1]Pages 192, 199, 230, 252, 263, and 265.

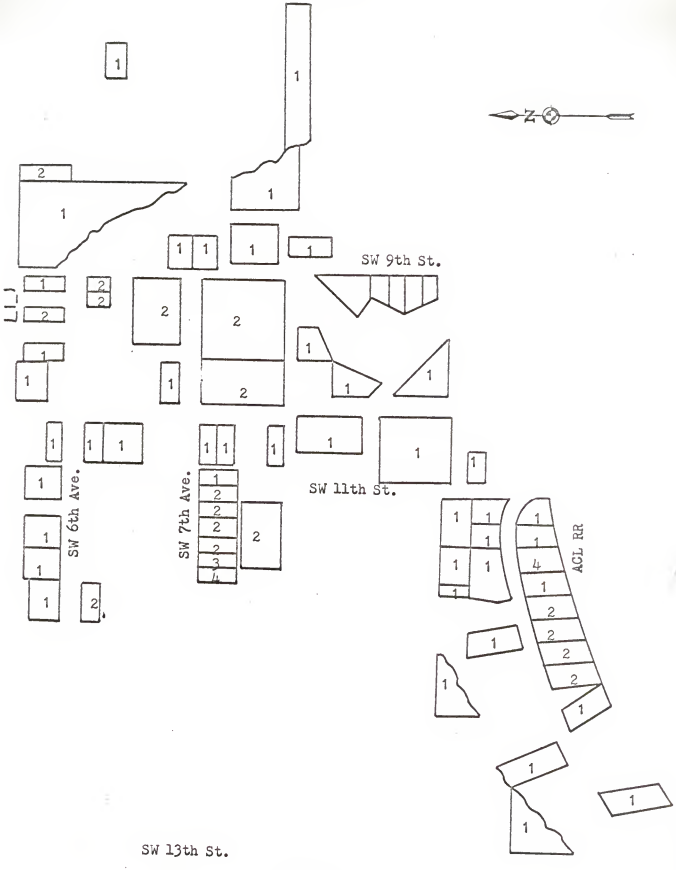

Figure 12
Zone C: South Half

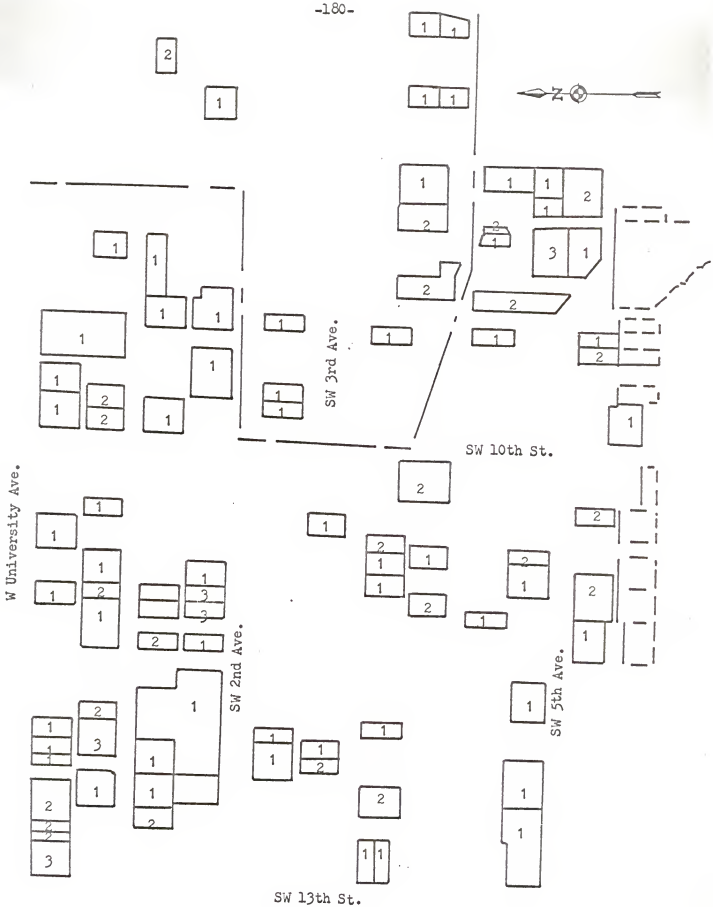

Figure 13
Zone C: North Half

expected to occur between SW 7th Avenue and SW 8th Avenue, and SW 9th Street and the first alleyway east of SW 12th Street. The change will be to multi-unit dwellings, or to professional services related to campus activity. Tax Lot 13138 located at the NW corner of SW 5th Avenue and SW 12th Street will have a land use change from a church to a campus-oriented professional service use.[1]

Summarizing Zonal Analysis

Broadly summarizing the future of land use change for the University of Florida campus perimeter as of 1967, one would say that no major land use change would occur in Zones E, F, G, and H as shown in Figure 2. Zones A and B would have scattered, small size multi-unit dwelling and strip commercial development. Left to private development, Zones A and B would continue to decline and decay, and generally be incompatible with campus and community development and desires. This area should be developed under a Section 112 Urban Renewal Program. Zones C, C_1, and D will be the major areas of privately instigated land reuse programs. This development will be basically oriented to multi-unit dwellings, and campus-oriented business and professional uses.

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[1] Data Bank, University Heights, Zone C, Tax No. 13138, June 8, 1966.

CHAPTER EIGHT

LOOKING AT THE PILOT MODEL NEIGHBORHOOD VIA THE PUBLIC RECORDS

General Use of the Data Bank

Neighborhoods have observable growth patterns. Broadly speaking there are 3 phases--a development stage, a stable stage, and a decline stage. Having established a land use pattern, a neighborhood changes very slowly until it reaches the decline stage. The decline stage may be short or long depending upon the degree of economic competition for land use. Seldom is the economic competition strong enough to cause sudden and complete change of any large area of an established neighborhood. Land use change occurs slowly and haltingly. Months of groundwork may be necessary before even the initial change occurs. Once the initial break does occur it may be years before it can proceed.

An expanding college enrollment would indicate the need for expanding bookstores on the campus or the campus perimeter. In the pilot model the bookstore growth did occur on the campus perimeter. The Florida Book Store constructed new quarters across from the campus. Demand and supply of the limited frontage facing the campus had restricted the area

which was available to the bookstore for its frontage site. However, back of their new building and across the street, less valuable land was occupied with run-down old tenant houses. With an eye to future expansion, they began to assemble additional land in this area. Since the bookstore was not the type of enterprise to operate run-down old tenant houses, one would reason that a land use change program was developing.[1] Several basic and important land economic concepts are implicit in the 3 land transactions which took place in this assembling process.[2]

The first 2 instruments carry the same date, August 4, 1964. In as much as there are 2 separate grantors and only one grantee, it is quite unlikely that both transactions would naturally close on the same day unless it fitted the need or desire of the grantee. Work and planning would be required to assure the same closing date. Requiring that both transactions be closed at the same time would also suggest that closing one transaction alone was not desirable--that both or neither of the transactions must be made. The grantor made no effort to conceal its identity and made an arms length market transaction. A typical reason for the halting progress of land use change in old neighborhoods is clearly set out in

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[1]When a topic has been illustrated with the use of a specific property transaction, a location map with the property shown as a shaded area has been inserted as an aid to the spatial concept.

[2]Official Records Book, 287, 369 and 370; 301, 384.

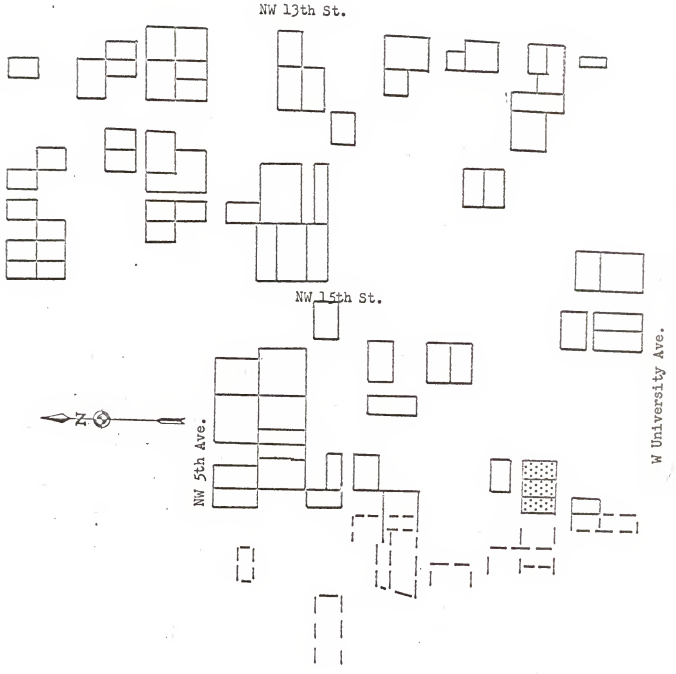

Figure 14

the deed of conveyance of Lot 2. A portion of the instrument is reproduced herein:[1]

> This Warranty Deed made the 4th day of August, A.D., 1964, by LOIS M. KIRKLAND, a single person hereinafter called the grantor, to FLORIDA BOOK STORE, INC., a Florida corporation whose post office address is Gainesville, Florida, hereinafter called the grantee (wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations).
>
> WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable considerations receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in Alachua County, Florida, viz:
>
> Lot Two (2) in Block Eight (8) of College Park Subdivision to the City of Gainesville, as per plat of said subdivision recorded on Plat Book "A," page 9 of the Public Records Of Alachua County, Florida.
>
> This deed is made expressly subject to a right of easement and possession to remain in the Grantor hereof, his heirs, successors and assigns, over, upon and across the East 8 feet of this lot for a period of 10 years after date or until the apartment dwelling house owned by the Grantor situated mainly on Lot 1 and to the East of the property hereby conveyed is demolished, destroyed or removed, whichever event occurs first, whereupon the complete right of easement and possession hereby reserved shall cease and the Grantee, its successors and assigns shall be entitled to the full use and possession of the said East 8 feet of said Lot 2. Grantor, for herself, her heirs, successors and assigns, covenants and agrees with Grantee, its successors and assigns, that the

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[1] Official Records Book, 287, 370.

> present apartment dwelling house and any other structure now located on said East 8 feet or any structures hereafter located thereon, shall be removed at her cost on or before 10 years from the date hereof.

The grantor had obtained only limited rights of possession to one portion of the property. The fact that the restrictive covenant was limited to 10 years indicated that the grantor's land use change program was not necessarily immediate, and could in fact be at least 10 years in the future. Discussion of this transaction is carried over into the following section.

Land Values

One finds deeply instilled in land economic literature the concept that property value in general can be understood by observing the price at which similar nearby or contiguous properties have sold. Historical research supports the idea that land values tend to group around a high value point; that from a high value center point values tend to drop rapidly as the distance out increases. This trend does not appear quite as pronounced at the initial stage of redevelopment of the established, highly developed neighborhood. It is possible, however, that as the redevelopment matures, the classical pattern will become more pronounced.

The Florida Book Store transactions point out the difficulty of establishing the high land value pivot points

in the early stages of a land reuse program. One must bear in mind that the grantor in this series of transactions is a land use change force acting in an established, highly developed residential neighborhood, and that they are interested in acquiring land for further expansion of their new and foreign land use.

Their purchase of Lot 3 should be an ideal bench mark for establishing values in the immediate neighborhood.[1] It was an arms length transaction and there were no restrictive covenants. The purchase price was $2.83 per square foot of land area. If this sale constituted the 100 per cent index then Lot 2 could ideally have had a $2.83 per square foot value also. The grantee found it necessary, however, to pay $3.35 per square foot for a similar area of land which carried less property rights because of a restrictive covenant. Perhaps the choice of 100 per cent index was wrong. Maybe the $3.35 per square foot cost should have been used as the 100 per cent index. Looking to the third transaction in the series under consideration, this is the purchase of Lot 1 mentioned in the deed conveying Lot 2, one finds that the purchase price was $5.92 per square foot.[2] Only 3 months time lapse was involved so this would not account for the large price difference. Some, perhaps a small fraction, of

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[1] Official Records Book, 287, 369.

[2] Official Records Book, 301, 384.

the difference was the conveyance of the property right withheld when conveying Lot 2 "All rights, title and interest granted or reserved to the Grantor in Lot Two (2), Block Eight (8), of said Subdivision by virtue of that certain deed from the Grantor to the Florida Book Store, Inc., (the grantee is identified with Florida Book Store, Inc.)[1] as Grantee. . . ." A house situated on the property was mentioned in one of the deeds, but the property was purchased for the land alone so the house, if considered as an indication of value at all, should be given a negative value.

Perhaps none of the 3 transactions were typical. At about the same time another equally desirable site was purchased as land for expanding a high rise apartment project at a cost of $2.33 per square foot. At the same time a choice corner site sold for a high of $6.97 per square foot.[2] It is beyond the scope of this dissertation to explore this apparent deviation from the accepted premise that land values tend to group around some ideal index at a given place and point in time. A complete thesis could be devoted to this topic and the data bank developed herein could be used as a starting point for such a study.

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[1] Author's comment.

[2] Discussed as the American Oil Company purchase and the Colonial Manor purchase at another point in the dissertation.

It is pertinent, however, to bring out some of the more obvious points which have presented themselves in the course of development in the data bank, and to observe how an orderly method of scanning the legal instruments involved in land transactions can lead one to a better understanding of land use change characteristics in an established, highly developed neighborhood.

The Agent-Promotor: A Motivating Force

The analyst, having once connected the name or names of persons to promotion transactions, should capitalize on this knowledge to lead him into a deeper understanding of his influence on land use change processes. One step in the process developed in this dissertation was to scan each document or indenture listed in the data bank.[1] For the most part, this can be a simple process requiring only a few orderly steps. First, check the book and page number from the data bank list to see that it agrees with the legal description of the instrument; then check the date of the instrument against the date of filing; check for the degree of interest being conveyed; check for multiple tract conveyance; check the names of the grantee and grantor for indications of close relationship, e.g. Thomas to Thomas; check for a straw transaction, e.g. Mary Jones, an unmarried person; check

[1] The data bank development discussed previously and affixed as an appendage to the text.

for concealed identity, e.g., Crauer, Trustee or Bishop, individually and as agent; check for the type of instrument, e.g., warranty deed, masters deed, corporate deed, guardians deed, special warranty deed, quitclaim deed, subrogation agreement, purchase agreement, contract for sale, purchase agreement, or option to purhcase; and finally check state and federal documentary stamps. Individually or in combination these items are flags to the analyst that certain conditions existed at the making of the instrument.

Perhaps the most important items to be aware of when scanning the instruments are the names of the grantee and grantor, and the frequency with which they occur. The analyst, after a brief period of scanning, soon becomes cognizant of repetition, and once a pattern begins to develop he can backtrack to pick up ones he may not have caught. The most common method of indexing instruments pertaining to legal transactions is alphabetically by surname. Except for the most primitive hall of records, the grantor and grantee are indexed separately. Thus, once a name begins to be repeatedly observed, it is possible to turn to the indices for a complete check of all transactions in that individual's name.

Transactions which have been discussed to this point were brought to fore by this method of legal instrument scanning and searching the indices for the names of individuals frequently encountered. The name Bishop is frequently encountered in the pilot model area study. His list of involvements is far too numerous to explore in detail in this

section, but a few which have unusual points of interest have been utilized as empirical examples of the techniques which have been suggested herein. Almost all of the points of the checklist just presented can be found in these examples. Those that are not will be brought out in other examples.

Several revealing property transactions are evident in the examples to be discussed. One important thing to be observed is the land use changes which occurred as a result of a new owner-promotor combination. Block 18 of University Heights, is a part of the pilot model neighborhood. It is a 93,000 square foot parcel of land lying between SW 9th and 10th Streets and SW 7th and 8th Avenues. In 1943 the Gainesville Development Corporation bought this tract and another 35,800 square foot piece across the street for $10,000 or $0.0776 per square foot. On August 23, 1961, Bishop entered into an Option Agreement to purchase Block 18.[1] The inability of the optioner to make use of the tract or to find a desirable purchaser is evidenced by the terms of the option.

OPTION AGREEMENT

THIS OPTION AGREEMENT made and entered in duplicate this 23rd day of August, 1961, by and between GAINESVILLE DEVELOPMENT COMPANY, a Florida corporation, SELLER, and WILBUR BISHOP, BUYER,

WITNESSETH:

For and in consideration of the premises and the mutual covenants and agreements herein set

[1] Official Records Book, 153, 99.

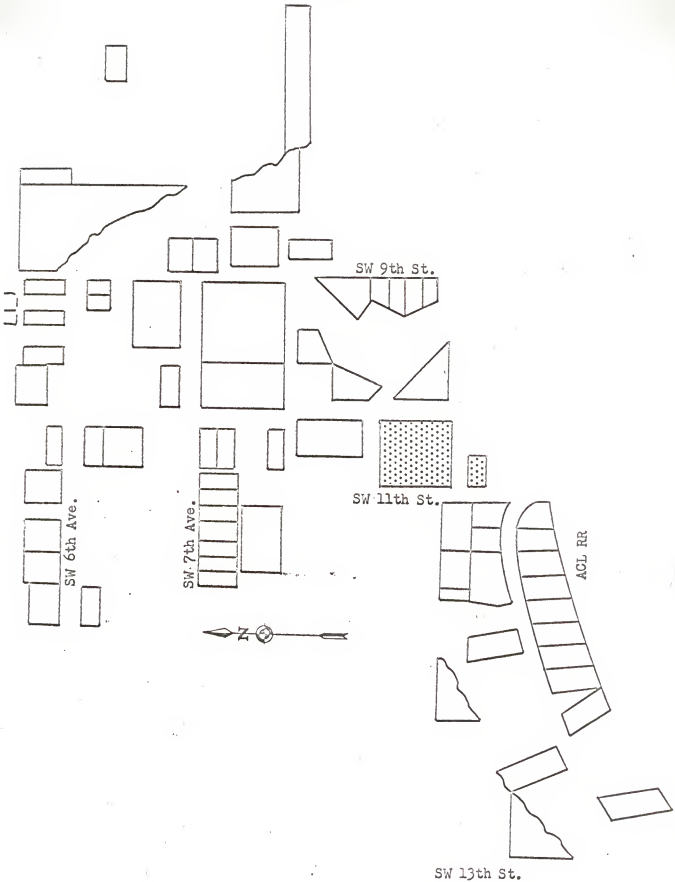

Figure 15

forth, SELLER hereby grants to BUYER, or assignee, the right and option to purchase that certain real property lying in Alachua County, Florida, described as follows:

Block 18 of University Heights, a Subdivision, as per plat recorded in Plat Book "A," page 99, of the Public Records of Alachua County, Florida,

under the following terms and conditions:

1. As consideration for this option, BUYER shall pay all the City and County taxes assessed against said property for the years 1961, 1962, and 1963 before the same shall become delinquent. BUYER has this day given to SELLER $500 as a deposit on the taxes for the year 1961, the receipt of which is hereby acknowledged by SELLER. Said $500 shall be applied by SELLER to the taxes for the year 1961.

2. The term of this option shall be from date to and including 25 August 1964, and shall entitle BUYER to purchase said property for the purchase price of $35,000. In the event that BUYER becomes the purchaser of said property, there shall be a reduction in the purchase price of 5%. In the event that BUYER'S assignee, immediate or remote, shall become the purchaser of said property under this option, SELLER shall pay to BUYER a realtor's commission on the sale of 5% of the purchase price.

3. In the event BUYER or assignee shall elect to purchase, notice shall be given to SELLER on or before 25 August, 1964. In the event of receipt of such notice:

a. SELLER shall within fifteen (15) days after receipt of said notice pay for and deliver to BUYER an abstract of title certified to a then current date showing a marketable title of record to be vested in SELLER.

b. If said abstract shall show a marketable title of record vested in SELLER, a closing shall be held within thirty (30) days after delivery thereof.

c. If said abstract shall not show a marketable title of record vested in SELLER, and the BUYER shall so notify the SELLER in writing within thirty (30) days after delivery, specifying the

defects, SELLER shall have the option of correcting said defects within a period of ninety (90) days, or to terminate this option. If SELLER elects to terminate this option after notice of defects by BUYER, SELLER will promptly refund all monies paid by BUYER for taxes on said property.

d. Conveyance shall be by warranty deed containing all the usual common law covenants of title conveying said property to BUYER in fee simple, with the requisite documentary stamps attached thereto. BUYER shall pay the cost of recording the deed. In the event a closing of the sale is held after the year 1963, real property taxes will be prorated between the parties for the year in which the sale is closed.

e. The entire purchase price shall be paid at closing, or if the BUYER so elects he may pay to SELLER $15,000 at closing, the balance of said purchase price to be paid in annual installments of $5,000 plus interest at the rate of 6% payable annually, said indebtedness to be evidenced by a promissory note in the usual form providing for prepayment without penalty, penalty interest at the rate of 10%, and attorney's fees and costs in the event of default. Said note shall be secured in the usual form customary in this area. BUYER shall pay all expenses incidental to said note and mortgage.

4. Either party failing to comply with the terms of this agreement will pay all expenses including a reasonable attorney's fee, incurred by the other party because of that failure.

In effect, the option is only a 3 year exclusive listing to sell the property. The optionee obligated himself only to pay the property taxes during that period. The optionor bound himself to accept $35,000 less a 5 per cent sales commission. The optionor could have elected to become the buyer, or he could have elected to assign his interest to a third party. This type of an agreement permitted the promotor to capitalize on any price he could obtain over the $35,000 option price.

Finding a purchaser under these circumstances assumes a greater degree of importance to the "broker." It is an obscure tactic, but it has a great impact on neighborhood formation and land reuse policy. Any analysis which overlooks such an economic force must fall short of establishing a truly representative explanation of neighborhood formation and land reuse policies.

On June 25, 1964, Bishop turned again to his associate in previous transactions, Jennings, President of the Citizens Bank of Gainesville, Florida, for a 100 per cent of purchase cost loan.[1] The one year term of the personal note accompanying the mortgage deed indicated that Bishop had interested a person or persons in purchasing the tract. The next in a series of instruments is the warranty deed conveying Block 18 from Gainesville Development Company to Bishop.[2] The documentary stamps indicated a purchase price of $33,300 and gave no indication of a previous agreement. Again, the weakness of depending upon deeds as a source of accurate information is shown. Abstracting from the previous agreement, an actual price of $36,500, or $0.392 per square foot of land was more correct.

Capitalizing on previous experience, Bishop became instrumental in locating the Delta Theta House Corporation of

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[1]Official Records Book, 282, 117-119.

[2]Official Records Book, 283, 65.

Kappa Alpha Theta Fraternity, Inc., on a previously vacant tract of land. He was a decisive neighborhood formation and land use change force. The West one-third or 31,917.5 square feet of land area was purchased for the site of the new Delta Theta Fraternity House at a cost of $22,500 or $0.704 per square foot, a profit of $0.313 per square foot or 79.84 per cent. This sale was completed only 3 months after the option agreement was exercised and there are indications that negotiations began before the option was exercised.

On April 19, 1966, only 22 months after exercising his option at $0.392 per square foot, Bishop sold the remaining two-thirds of Block 18. On a square foot basis the sale price was $1.309 or 61,105 square feet for $80,000. In this larger transaction the increase in sales price over option purchase price was $0.917 per square foot or an increase of 233.3 per cent--somewhat in excess of 10 per cent per month. At the same time and to the same buyer, Bishop sold a cater-corner parcel consisting of 8,750 square feet for $0.058 per square foot, or $5,000. The extreme difference in the per square foot sales price served as a red flag waving the analyst on to investigate the reason for the deviation.

A brief inspection of the physical and environmental characteristics of the 2 parcels of land revealed no obvious reason for the difference. The price difference was too great to be accounted for in plottage, therefore, it must be attributable to legal complications. Frequently such problems are revealed by a more thorough analysis of the public records.

The deeds of conveyance were again subjected to a critical review. The large parcel had been conveyed by Bishop as brought out in the previous discussion. Bishop and La Grave, however, joined to convey the smaller tract via a warranty deed.[1] From all appearances the transaction was a sound arms length transaction. Going back a step further in the records revealed that Bishop and La Grave had only quitclaim title to the parcel, and that was dated only one day prior to their conveyance by warranty deed. Thus, the title to the tract was clouded by uncertain legal ownership--a logical reason for the selling price difference.

Tying together this chain of events is difficult, but it has a definite and important relationship to the understanding of neighborhood formation and land use change forces. Putting the pieces together to form a rough mosaic proceeds as follows. Gainesville Development Corporation had held Block 18 as an undeveloped tract of land for 17 years. They were not, in this instance, a neighborhood forming or land use changing force. They continued to function as a holding agent even though an economic situation had begun to develop 10 years before which could have brought the land into a productive use. The smaller parcel of land had its legal ownership complicated to the point that there existed no incentive for any single one of the holding devisees to initiate the parcel

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[1]Official Records Book, 382, 221-23.

into productive channels.

There is no question that the holding individual plays an important role in land economics, but it is a neutral position. In this dissertation the holders are seen in the position of utilizing residences in a transitional area until a higher and better use is determined; of operating low quality commercial property until the economy reaches a point where a higher use is dictated, e.g., the Thomas property on Southwest 13th Street yet to be discussed; and of holding vacant land, e.g., the Standard Fertilizer Company, also yet to be discussed. They all serve an important interstitial function between economic peaks and they must be identified.

Persons such as Bishop, who have proven themselves capable of recognizing the potential of change and who are able to carry the ball for publicly shy individuals, and who are capable of understanding the legal and financial aspects necessary to bring idle parcels into higher and better uses are important factors in neighborhood formation and land reuse policies. They are a motivating force. They are not able to create the impelling economic force but function only as an instrument, or agent matching the existing but unrecognized demands resulting from changing neighborhood economic supports[1] and the willing and potential developer who lacks such knowledge.

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[1] In this study that changing economic force was the University of Florida's rapid but controlled growth.

Frequently these potential users would not otherwise be cognizant of, or would be unwilling to seek out, the potential of change.

Continuing the analysis of the sale of the parcels used in this example provides a further insight into this reasoning. According to the records, Grauer, trustee, purchased both the East two-thirds of Block 18 and the West one-half of Lots 111 and 112. Investigation revealed that Grauer represented Mid Continent Financial Corporation of Chicago who maintains a post office box in Gainesville, Florida. It would be within the realm of reason to speculate that the land was purchased for apartment development with the smaller, clouded-title property serving as required parking space. Bishop had been economically motivated by a near future profit potential to bring an underutilized property and an upgrading developer together. In this instance the supporting economic force was a rapidly expanding university enrollment; the motivating force was the promotor-agent; and the active force was a trustee representing outside money.

A Straw Transaction[1]: Purchase for Occupancy

For personal or business reasons it may appear desirable for a person to have a property acquisition pass into the

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[1] A straw party is a temporary grantee who enters to conceal the identity of the permanent grantee from the original grantor.

hands of a neutral party first--commonly referred to as a straw.

Lot 4, Block 3, University Place on University Avenue was involved in this type of transaction.[1] Each step as it appears on record is reviewed here as an example of how a transaction of this type may be reconstructed. On the first instrument, a warranty deed dated July 20, 1959, Epsilon Mu Zeta of Lambda Chi House Corporation and Kallman and his wife appear as grantor and grantee respectively. Florida state documentary stamps indicate that the sale price was $27,600 and federal documentary stamps of $9.90 indicate that an existing mortgage of $18,600 was being assumed. The instrument was witnessed by a prominent local realtor. A mortgage instrument between Haile and Kallman reveals that Kallman borrowed another $7,088 on the property. Following that is an instrument entitled "agreement," and again the parties are Haile and Kallman. Under the "agreement" Kallman recognizes the $7,088 as a second mortgage and that the property is encumbered by the remainder of a 1926 mortgage of $36,500 bearing an 8 per cent interest rate on the remaining balance of $17,912 which was past due and payable on call. Under further terms of the agreement, Haile covenants and agrees that the total indebtedness of the 2 notes shall be

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[1]Official Records Book, 62, 546-554.

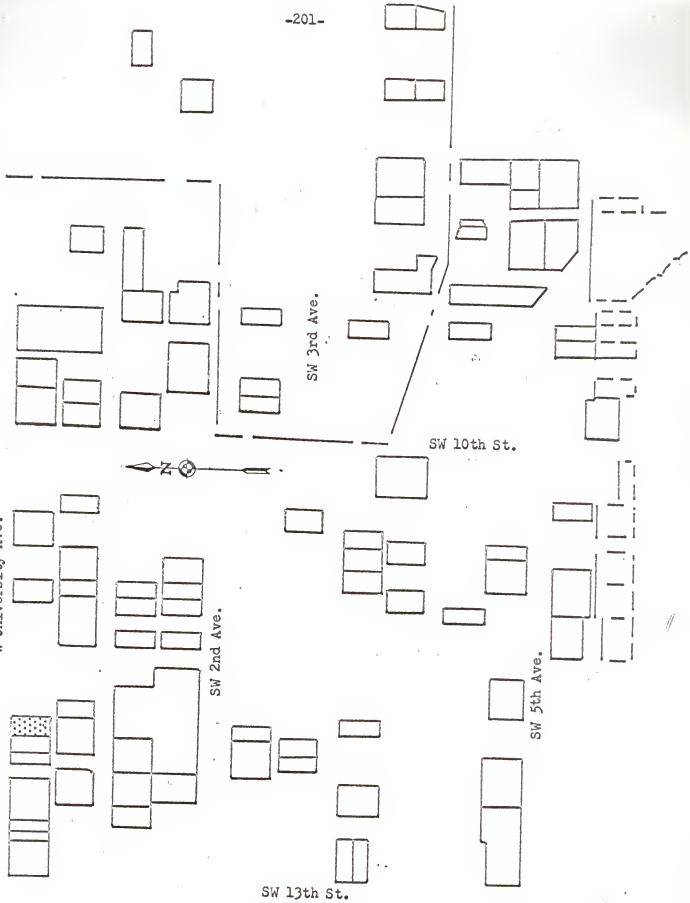
SW 3rd Ave.
SW 10th St.
N
W University Ave.
SW 2nd Ave.
SW 5th Ave.
SW 13th St.

Figure 16

payable at $250 per month at a rate of 6 per cent interest, and that the terms of the 1926 note are no longer valid.

Immediately Kallman conveyed, by warranty deed, the now refinanced property to Arnold and Brower who take an undivided one-half interest each.[1] Arnold and Brower take the property subject to, and agree to pay, the mortgages, and to abide by the "agreement" just established by Kallman. All instruments involved carry the date of July 20, 1959, and were filed on the 21st. Florida documentary stamps indicate that the transfer from Kallman to Arnold and Brower was for the amount of $27,600, the same as the price paid by Kallman.

Several things are worthy of note in this series of transactions:

(1) The first instrument, a warranty deed, gave no indication of the series of events to follow except for the small amount of documentary stamps indicating that a rather sizeable mortgage was following the property.

(2) The mortgage and note gave no indication that they were junior liens.

(3) The instrument entitled "agreement" revealed the amount of the mortgage; that there were past due payments and interest which made the entire amount due and payable; the position of the $7,088 mortgage; the total amount of indebtedness carried by the property; and the fact that only

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[1]Official Records Book, 62, 546-554.

10 per cent of the purchase price was required to purchase the property.

(4) The fact that the instruments were all made on one day and filed on the next day indicated that considerable preparation had preceded the actual purchase.

(5) The use of a straw indicated that the final purchasers did not feel that they could have accomplished the maneuver as well had their identity been revealed at the start of the transaction.

(6) The fact that the name of one prominent broker appeared as a witness on the first deed and the name of another prominent broker appeared as one of the final grantees indicated that cooperation of 2 brokers and a straw party were necessary to complete this land ownership and ultimate land use change transaction.

(7) The straw party in the transaction was not compensated by an increase in the second transfer as is often the case. Therefore he likely received his compensation in a different manner--perhaps in a like kind of transaction of another time.

The change from fraternity house to professional offices was not what a planner would necessarily call a logical change. A series of sophisticated maneuvers unknown to the general public and the city planners had been guided by a sophisticated group to create a land use change.

Straw Party Indications May be Misleading

One commonly observes an unmarried person taking the position of a straw party because of the greater ease in reconveying the property as an individual. This was not, however, the case in the preceding series of transactions.

When the name of an unmarried person appears as a grantee or grantor it serves as a flag waving the analyzer to scan the transaction more closely. When the name of the single person has appeared on several instruments there is a strong indication of a straw transaction. Often when the name of a single person appears as a grantee or grantor of a large parcel, a parcel with a key location, or a parcel involving well-known local business persons as the opposite party, it is advisable to scan the transaction closely. As an example, a warranty deed[1] filed and recorded on February 2, 1961, is the instrument which conveys from Mary D. Knight, single, to Harper, Tassinari, and Trustees of the Estate of Graham, deceased, a tract of land legally described as Lots 17 and 18, Block 2, of University Place. The site had a valuable location close to the University. The grantees are prominent local people.

These are indications that the analyst should carefully scan the transaction to see if it is an economic indicator

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[1]Official Records Book, 131, 250.

leading to a more involved transaction which might lead to a better understanding of forces reshaping the neighborhood. The quickest way to do this was to check the records for Mary D. Knight's date of acquisition.[1] This was July 5, 1935. In this case the clues indicating a more complex straw transaction were false. The transaction was worthy of notice, however, since it revealed that 3 local business people pooled their resources to obtain a key site for their joint use. A brief field trip verified this analysis.

Selecting a Bank Site

Frequently the economic implication of a property transaction cannot be measured adequately by the analysis of a single instrument. The maneuvering which ultimately culminated in the 1961 establishment of the University City Bank, the only bank within the campus neighborhood, can be considered as a typical example. A Trust Deed[2] leads one into a search for a more complex picture of the economic impact of the institution's actions on land use, land use change, land values and land problems. A portion of the instrument is reproduced herein because it points out some of the problems involved in reassembling small tracts of land into economically useable tracts.[3]

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[1]Deed Book, 174, 125.

[2]Official Records Book, 99, 311-315.

[3]Official Records Book, 99, 311-315.

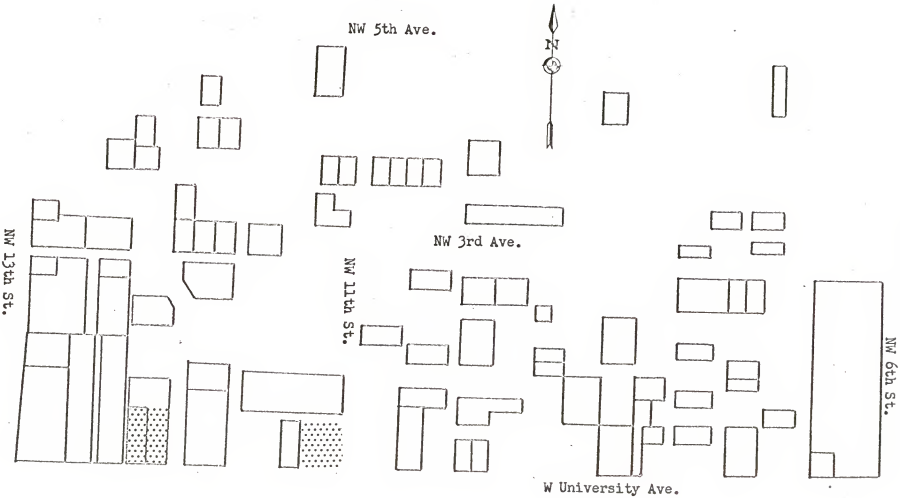
NW 5th Ave.
N
NW 3rd Ave.
NW 13th St.
NW 11th St.
NW 6th St.
W University Ave.

Figure 17

TRUST DEED

THIS DEED made this 26th day of April, 1960, by and between SARAH WALKER STRICKLAND, a widow, of Jacksonville, Florida, hereinafter called Grantor, and JOHN W. BALL and CHARLES C. SMITH, both of Jacksonville, Florida, Trustees, on the trust, terms and conditions hereinafter set forth, said Trustees, being hereinafter called the Grantees, their post office address being Post Office Box 53, Jacksonville, Florida, to-wit:

WITNESSETH:

That in consideration of the love and affection which I bear for my beneficiaries hereinafter named, as well as in consideration of the sum of One Dollar ($1.00) to me in hand paid by the Grantees, the receipt of which is hereby acknowledged, I, as Grantor, do hereby grant, bargain, sell and convey unto the Trustees all of the Grantor's right, title and interest in and to the following described parcel of land situated, lying and being in the City of Gainesville, Alachua County, Florida, described as follows, to-wit:

Lots Nineteen (19) and Twenty (20) of W. A. Stringfellow's Subdivision, Section Five (5), Township Ten (10) South, Range Twenty (20) East, City of Gainesville, Florida, as recorded in Plat Book "A," page 100, of the public records of Alachua County, Florida, and also part of Lot Eighteen (18) of said Subdivision described as follows: Commencing at the Southwest (SW) corner of said Lot Eighteen (18) on the North right of way of West University Avenue and run thence East along said North right of way for a distance of forty-eight (48) feet to the point of beginning of this description, and from said point of beginning run thence North parallel to the West line of Lot Eighteen (18) for a distance of eighty-nine and eighty-seven hundredths (89.87) feet; run thence West, parallel to West University Avenue, for a distance of six and fifty-five hundredths (6.55) feet to a point; run thence North, parallel to the West line of Lot Eighteen (18), for a distance of forty-four and eleven hundredths (44.11) feet to the South line of

an alley fifteen (15) feet in width; run thence East along the South line of said alley to the Northeast (NE) corner of said Lot Eighteen (18); thence South along the East line of said Lot Eighteen (18) to the Southeast (SE) corner thereof on the North right of way of West University Avenue; run thence West along said North right of way boundary to the point of beginning.

TOGETHER WITH the building located thereon, being the premises conveyed to Sarah Walker Strickland by deed dated February 6, 1956, from the Executors of the Last Will and Testament of Sallie Rice Stringfellow Walker and from the devisees under said Last Will and Testament, which deed is recorded in Deed Book 344, page 147 of the public records of Alachua County, Florida.[1]

TO HAVE AND TO HOLD the same in trust for the uses and upon the following terms and conditions, to-wit:

1. The real estate above described is owned by Grantor and Grantor's sister Margaret Walker Simkins as tenants in common. Grantor owns an undivided one-third (1/3) interest therein and Margaret Walker Simkins owns the remaining undivided two-thirds (2/3) interest therein. The real estate is subject to a lease dated February 15, 1960, for a term of ten (10) years beginning March 1, 1960, and ending February 28, 1970, to Gainesville Industrial Savings Bank, a corporation, which corporation has an option to purchase the property at the conclusion of the lease under the terms and conditions therein set forth. Said real estate is also subject to a mortgage in favor of the Atlantic National Bank of Jacksonville dated September 7, 1948, and recorded in Mortgage Book 192, page 481. It is understood that the acceptance of this Trust Deed by the Trustees shall not be construed as an assumption of any liability on account of said mortgage indebtedness. It is further understood that although this Trust

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[1]This deed describes the then existing buildings as housing a Winn-Dixie grocery store. The remodeling of this building to provide for a neighborhood bank is an an indication of neighborhood structural change which could lead the analyst into another full-fledged study.

Deed is subject to the aforementioned lease to Gainesville Industrial Savings Bank, Grantees assume no liability thereunder, either individually or as Trustees, other than to carry out Grantor's obligation thereunder, any cost or expense incident thereto to be that of the Trust and not of the Grantees individually.

2. During the period of time when the lease of the Trust property to Gainesville Industrial Savings Bank aforesaid is in effect, the net income from the Trust estate shall be distributed by the Trustees to the Grantor's son CHARLES G. STRICKLAND (hereinafter called the primary beneficiary) now of 4724 Devon Lane, Jacksonville, Florida, in monthly installments during his lifetime as such income is received by them. In the event that the leasee of the premises exercises its option to purchase the property under the terms and conditions set forth in said lease or in the event of the subsequent sale of the Trust property in the event such option is not exercised, the Trustees shall pay from the net proceeds received by them from the sale the sum of Five Thousand Dollars ($5,000.00) to the primary beneficiary and the Trust shall terminate as to said sum. The remainder of the proceeds received by said Trustees shall continue in trust as hereinafter provided. After the termination of said lease and notwithstanding the exercise of the purchase option by said leasee or the failure to so exercise the same, the Trustees shall pay to the primary beneficiary the net income received from the Trust property in monthly payments or as such income is received by them if not received on a monthly basis, and in addition thereto may invade the corpus of the Trust estate and pay to or for the benefit of said primary beneficiary such sums in addition to income as may be deemed necessary or desirable in the option of my Trustees for his maintenance and support, their discretion in the matter being final. Upon the death of the said primary beneficiary, this Trust shall terminate and the Trust assets then in possession of said Trustees shall be distributed to such persons or persons as he shall appoint by his Last Will and Testament; provided, however . . .

The first 2 paragraphs point to the fact that a widow was utilizing her one-third ownership of this particular

tract of land to provide for the future of a beneficiary, perhaps a son or grandson. The second paragraph indicates that the grantor had come into possession of the property by devise under a last will and testament. Further investigation indicated that the holder of the other two-thirds undivided interest in the fee was also a devisee under similar circumstances and that the previous holder in fee also had inherited her interest. A futher study of the instrument indicated that the property would be passed on in a similar fashion unless certain terms of an unrecorded lease were exercised. Property obtained and passed on in this fashion creates extremely difficult problems in the continued highest and best use of land. Often it is the seed of decay which causes neighborhoods to decline and to be bypassed by new development. There is no way, short of condemnation, for a sovereign or his designee to overcome the obstacles to bringing this type of property back into the type of ownership which would quickly alter its land use to take economic advantage of a change in neighborhood use demand.

The property is subject to a lease dated February 15, 1960, and extending for a term of 10 years. The lessee is the Gainesville Industrial Savings Bank who has an option to purchase the property at the conclusion of the lease. A search of the records indicates that the lease was not recorded so that its terms would not become public knowledge.

Little more information can be gained from this instrument; however, it has provided a wedge into a more complete economic analysis of the area.

The general procedure of this study has been to index and analyze all property transactions indicated by deed recordings within the campus perimeter from 1950 through June of 1966. One phase of the procedure was to note the grantee and grantor on each instrument to see if the frequency of the pattern of names would lead to a deeper understanding of the transactions. In this line of search it was noted that 2 parcels of land had been assembled, starting in 1955, by the Gainesville Industrial Savings Bank. The tract, only 1 1/2 blocks west of the site under discussion appeared suitable for a bank site, and was held by fee simple title. The 3 tracts, the leased one used and the others not used, made 2 tracts of comparable size and location. One could easily believe that there would a Gainesville Industrial Savings Bank on one of the sites, and most likely on the site held in fee simple. A brief visit to both sites quickly revealed that neither site was occupied by a Gainesville Industrial Savings Bank.

However, the leased site was occupied by the University City Bank. Further study of the records revealed that the Gainesville Industrial Savings Bank had passed a resolution amending their Certificate of Incorporation to read that the

name of the corporation shall be "University City Bank." The amendment permitted a broader representation of local businessmen as officers and directors. It was perhaps this change which resulted in the choice of the leased site over the one held in fee simple.

However, it was difficult to see why one site should be chosen over the other. A continuing search of the records under the new name of University City Bank revealed a 1966 purchase of a tract of land, 120 feet by 305 feet in size immediately north of the leased property on which the bank was situated. It is quite logical that the possibility of the future acquisition of this contiguous tract of land was the deciding factor in developing the bank on the leased property.

The additional tract purchased on the 28th of February, 1966, was the site of one of 3 cheaply constructed apartment units built in 1948 as the Green-Mar Apartments. It was understood that the 20 unit apartment would be demolished and the site utilized for future bank expansion. It is conceivable that the far-seeing banking group had reason to believe that this tract and perhaps the other 2 contiguous sites could be added to the leased with option to purchase site. This brief analysis stemming from a single property transaction shows that broad economic aspects of a community must be considered when probing for an understanding of the land reuse patterns and processes of the established, highly developed neighborhood.

Acquiring Key Tracts

The breaking up or subdivision of large parcels of vacant land tends to keep pace with an expanding economy. Proceeding in the opposite direction--that is the reassembling of the broken tracts into larger and economically useable parcels--is a slow and costly process. This fact is brought forth time and time again in any sound economic study of land use changes and values. The ordering or cataloging of existing property characteristics does not reveal the extent of the complex and intricate maneuvering involved in land use change. The technique developed in this section does consider these important facets of the land use change process.

Often, individual tracts must be considered in the light of historical as well as current conditions. In one example it was necessary, when considering the reassembling of a parcel of land from 13 individual ownerships, to drop back to 1934 to gain a better understanding of the situation. The complete parcel, Dankin Court, catercornered across from the campus on NW 13th Street, had been resurveyed in 1938 into 13 individual 55 by 90 foot tracts. By the early 1940's it became apparent that the tracts were unsuitable for the residential use to which they had been subjected.

Thomas, a member of a family long active in local real estate transactions, foresaw a need for larger plottage close to the campus. In February of 1934, he began to reassemble the

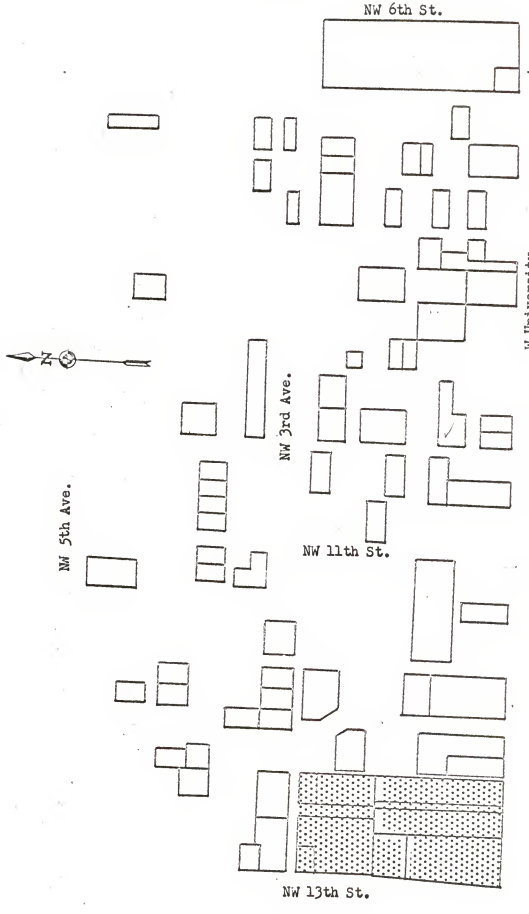
NW 6th St.
W University
N
NW 3rd Ave.
NW 5th Ave.
NW 11th St.
NW 13th St.

Figure 18

small parcels. The earlier tracts were purchased for as little as $2,000, or $0.404 per square foot. Subsequently, trustees of Thomas Securities bought additional tracts as they became available. When the corporation was dissolved, Thomas took title as an individual to the partially re-assembled parcel. In 1956 the last of the 13 individual parcels was obtained from the guardian of an incompetent for $10,300, or $1.94 per square foot. In all, acquiring 84,817 square feet of contiguous land had required 22 years.

Waiting for an economic climate suitable to redeveloping the reassembled parcel, Thomas continued to use the existing, heterogeneous improvements as a means of offsetting holding costs. The records indicate that by 1965 an economic climate had developed which was suitable for developing the tract to a higher and better use. Mortgage money was negotiated for in order to construct a motel on the site. All improvements were subsequently removed, perhaps in preparation for construction.

Before further action occurred, the economic climate changed. Construction of a motel on this site no longer appeared economically feasible, at least not in the immediate future. Reasons for the change in plans would appear from the public records to be directly related to the land use change, and resulting problems, of an adjacent parcel of land which has been discussed under the next section heading.

At the time of this dissertation, the ultimate use of Dankin Court could not be known from the public records. Here was a tract of land, however, to which the professional planner could apply his more idealistic techniques of land use control in order to channel the use of a large parcel of land along the lines of a comprehensive plan.

The last known link in the economic chain was forged in October of 1965 when Thomas conveyed the entire parcel to Thomas Land and Building Company for an indicated sale price of $185,000, or $2.181 per square foot. There was no indication as to what the future use of the land would be; that would be determined by the money market and directed by the economic and social climate of the time. One could, however, conclude that the transactions just discussed are indications of pending land use change.

The transfer from Thomas to Thomas should alert the analyst that a true market transaction had not occurred. A transfer of this type is usually only a convenience transaction--perhaps to secure a better loan advantage, or to establish a property value base for a partnership or incorporation negotiation. Possibilities of this type of analytical error occurring are the reasons why the reliance solely on legal description and value indicated by sales is not adequate in property transaction analysis. It is always desirable to include the names of the grantee and grantor when seeking to establish an economic pattern on the basis of a search of the public records.

Points of discussion concerning the Thomas tract have to this point involved only the tract itself, or legal instruments pertaining to it. However, it is not possible to isolate an economic analysis of the tract to the tract itself. Concurrent action involving surrounding tracts must be considered for the possibility of adverse or beneficial influence. Not all surrounding property transactions will have immediate or calculatable influence on other tracts in the area. However, the Thomas tract was directly, and perhaps adversely, affected by recent property transactions involving a contiguous tract of land, the College Inn, Inc., tract.[1]

The Ramada Inn Influence

The 111,525 square foot tract has a corner location fronting on two major thoroughfares, NW 13th Street and NW University Avenue. Unlike most of the other lands in the area, it had not been replatted since the original survey. The College Inn tract was assembled from 4 metes and bounds described parcels of land in Block 13 of Brown's Addition, an original survey. Two of the tracts had been occupied for many years by fraternity houses and the other

[1]The tract has been referred to as the College Inn tract because that is the name of the corporation holding fee simple title.

2 tracts had for many years served a private residence and alley way. Changing University policies toward fraternity house locations was the wedge which served to split these tracts of land from their long-continued usage.

Because of University plans to group the fraternal organizations into a tighter cluster, a local group operating under the name of College Inn, Inc. was able to purchase a key corner tract from one of the fraternal orders. The 41,325 square foot tract, most conveniently described as Tax Lot 13990, was purchased in August of 1956 for $131,400, or $3.18 per square foot of land and building. In April of 1957 the Florida State Board of Education, of which the University of Florida is an appendage, purchased from a fraternal order the 32,735 square foot tract adjacent to the east. This was Tax Lot 13991 which was purchased for $58,000, or $1.77 per square foot of land and building. The difference in the purchase price can be attributed to the interior location and the fact that the property transaction was not an arms length transaction; that is, the party of the first part and the party of the second part had a closer relationship than the typical free market dealers. The same tract, Tax Lot 13991, was resold to the University by College Inn, Inc. one year later for a profit of $5,750. The cost to College Inn, Inc. was $63,750, or $1.948 per square foot, a figure more truly representative of market value.

The 2 contiguous tracts now held by College Inn, Inc. did not yet represent a tract large enough for a highest and best use development of a key location site. However, the stage was set for further land acquisition. The 2 fraternity houses no longer shielded the residence on the east from busy Highway 441 (NW 13th Street), and a relatively high market value had been established by the College Inn, Inc. purchases. In December of 1959 the 36,575 square foot Tax Lot 13992 and 15 foot private alley were sold to College Inn, Inc. for $80,500, or $2.20 per square foot.

College Inn, Inc. had in 2 years and 4 months assembled 111,525 square feet of land in a key location at a cost of $275,650, or $2.472 per square foot of land. Some additional costs were incurred in the removal of the existing improvements. Comparison of the $2.472 cost per square foot of the College Inn tract, when considering the difference in corner location and area size, compares favorably with the Thomas to Thomas transfer of Dankin Court at $2.181 per square foot of land. Had there been a large deviation between the 2 it would have been necessary to disregard the Thomas transaction as useful to the study.

An Analytical Pitfall

Analysis of the property transfer-in-fee instruments led the analyst to the conclusion that these actions had

been favorable to the economic climate of the area, particularly to that of the Thomas tract. Limitation of deed-transfer analysis is evident, however, if the economic analysis is carried a step further for the College Inn, Inc. tract. A brief survey of the property as it existed at the time of the study revealed that the site had recently been improved with a multi-story motor hotel. A short visit with local people led the analyst to believe that the vacancy rate of the new unit was extremely high. Unfinished commercial units on the first level were an indication of financial limitations or problems. A need for further analysis of the public records was indicated.

A lengthy ground lease of record revealed the names of the principals. Recorded under the name of the developer was the notice of intent to commence construction and the mortgage transactions. Following these transactions were numerous recordings of liens and bankrupcy proceedings. Drawing all the various economic indicators together, the analyst drew preliminary conclusions indicating an over-development of the College Inn, Inc. tract and perhaps financial manipulations by the developers which had resulted in financial loss or inconvenience to a large number of local and outside investors.

Public Records Analysis Can Only Supplement Traditional Analysis

An analysis of public records supported by a minimum of field survey had revealed that the acquisition and development of the College Inn, Inc. tract had first provided for the Thomas tract an increasingly favorable economic climate and then a declining economic climate. The declining economic climate resulted from an overdevelopment of a contiguous property at a financial loss to investors. Harm falling to the local investors made them shy away from entering into a similar type of investment for a contiguous property which was somewhat less desirably located. A key parcel in any comprehensive plan, the Thomas tract, for a long period of time was isolated from any strong locally administered comprehensive plan for land use control. In fact, its use--or change of use--depended on the actions of one independent individual. Foreseeing pending land use requires not only an understanding of the economic and social conditions of the surroundings, but an understanding of the holding individual as well.

Promotor Profits

In December of 1963 Dobbins sold a parcel of land, Lots 11, 12, and 21, Block "B," Block 5, Brown's Addition, lying immediately north and east of the campus. Capital

Enterprises, Inc. organized and directed by Tew, a local broker, granted a purchase money mortgage of $23,000 as part of the $28,000 purchase price.

Five weeks later, Capital Enterprises, Inc. sold a portion of the tract, Lots 11 and 12, to Lee and Mason--associates of Tew--for an indicated price of $33,000. In addition to assuming the $23,000 first mortgage they gave Capital Enterprises, Inc. a second mortgage for $3,840. Still in the hands of the promotors, the property now was encumbered by 81.4 per cent of the indicated market price.

Seven months after the original purchase, Mason et al. sold said Lots 11 and 12 to Lindbloom, a single woman, for $37,000. The thing to be aware of in this transaction, aside from the $4,000 indicated market value increase in 7 months, was the purchase by a single woman. In the analysis of property transactions this is a flag to look for another transaction, because a single woman is an ideal intermediate or straw due to the ease by which she can re-convey.

As a final chain in the transaction, Lindbloom, a single woman, on the 13th of May, 1966, conveyed Lots 11 and 12 to Professional Land Development Corporation for the consideration of $37,500. The property was still encumbered by a first and second mortgage in the amount of $26,800.

To recapitulate then, this one tract of land was involved in 4 separate transactions in 17 months. During that

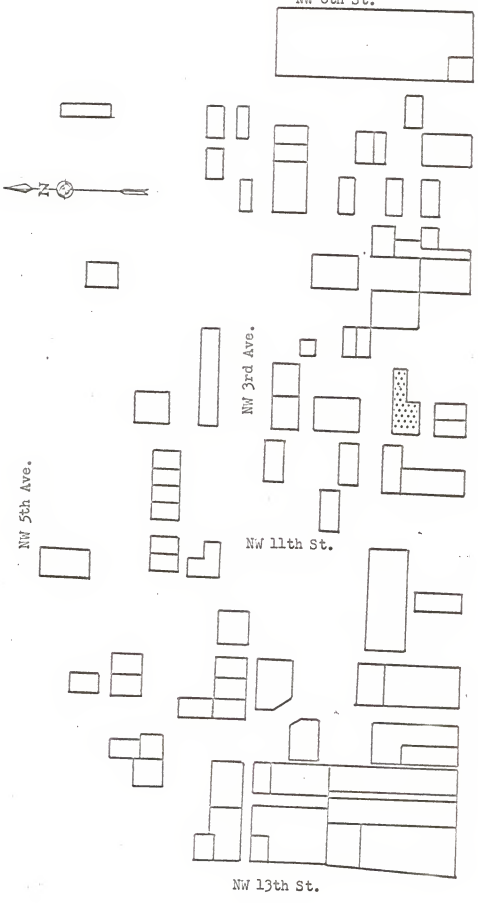
NW 6th St.
W University Ave.
NW 3rd Ave.
NW 5th Ave.
NW 11th St.
NW 13th St.

Figure 19

time the property had incurred a first and second mortgage totalling $26,800 and had increased in sale price from $28,000 to $37,500, and in addition the original purchaser still retained title to Lot 21. Various legal maneuvers had been utilized, and local professional people had cast their dollar ballots to see who would develop or utilize this tract of land to meet the immediate needs of the community. A further search of the records and a developed sense for the community led the author to believe that the original transactions involved professional property speculators and the last transaction involved a professional developer interested largely in development.

A multitude of economic and social conditions had joined to reinforce the major neighborhood formation force--the rapid increase in University enrollment. A major land reuse was not implied for this specific parcel of land, however, until the fourth land transaction was completed.

Problems of Reassembling Push Developers to Open Ground

Promotors are temporary land use change forces drawn to rapidly changing neighborhoods. However, some of the most influencial land use change forces just happened to be in the right place at the right time. Record analysis techniques can distinguish between these different land use changing forces.

The first fertilizer company in the pilot model area, the Standard Fertilizer Company, owned by Mr. Baird, sold to the local farmers on credit. Many of the farmers were unsuccessful and the land fell to Mr. Baird as lien holder. A large portion of the campus neighborhood growth is now occurring on vacant land which had been held for many years by Mr. Baird's company.

One must be able to relate the effect of the availability of this land to the overall land reuse pattern of the neighborhood. Information developed from the data bank is one approach to such an understanding. Land costs and availability patterns can be observed from recent land transactions.[1]

Transactions involving 4 parcels of Mr. Baird's holdings are reviewed here in order to point out the effect of speculative action on rising land costs. This section could be expanded to utilize public record analysis as an approach to a critical study on the misuse of the "green belt" ordinances by sophisticated land speculators.

Considered first is the 21.42 acre tract on SW 16th Avenue which was purchased by a local developer's corporation, High Edwards' Republic Industries Corporation. In 1962 the tract was purchased for $3,501 per acre, or $0.080 per square foot. A 19.07 acre portion of the tract was held for apartment

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[1] Land transaction mapping for the pilot model area has been developed in the last chapter.

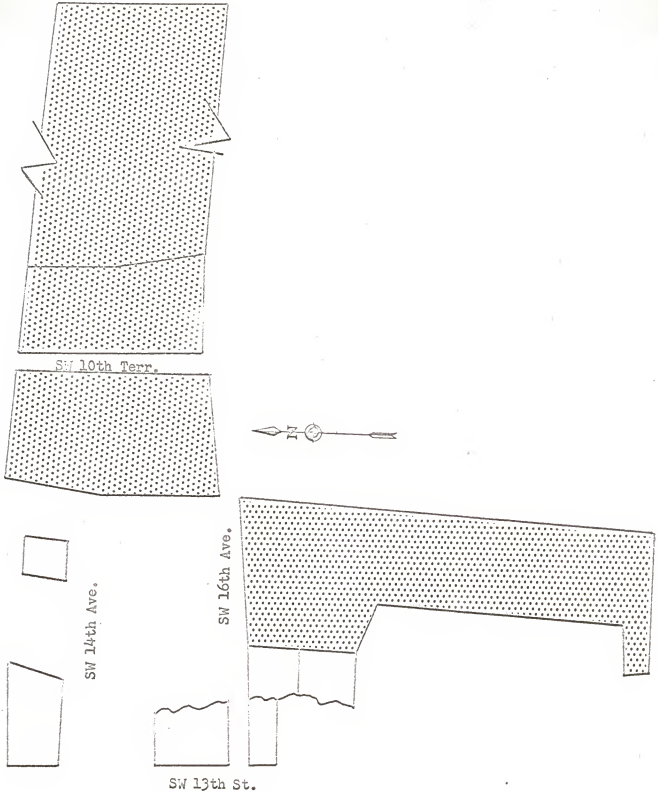

Figure 20

development catering almost entirely to student occupancy. The balance of 2.15 acres was sold to another apartment developer--Thomas, a reoccurring name in the data bank--in 1964 for $15,023 per acre, or $0.349 per square foot, an increase of 334 per cent.

Considered thirdly, the Pozin purchase--also a local land developer as indicated by the data bank--of 9.36 acres in the same immediate area. In late 1964 he paid $5,074 per acre, or $0.116 per square foot. This compared to Thomas' purchase earlier in the year for $0.349 per square foot of land from an earlier speculator.

The fourth transaction lies immediately outside the boundaries as set forth for the pilot model area. However, this transaction could easily force a realignment of the pilot model boundaries. Several factors in the transaction show the uncertain and halting progress of land change patterns when the scale of the area under consideration is small.

Evidence of the influence of campus perimeter spread is indicated in the terms of the sales contract between Champion Developers, Inc. and Standard Fertilizer Company, Inc. The contract, dated November 4, 1965, sets forth the proposed terms for the purchase of 11.1 acres for a total price of $110,000. Two important features of the contract are quoted herein:

(1) Seller to take back first purchase money mortgage in the amount of $80,000 with release clause therein providing that at any time Buyer may pay to Seller the sum of $35,000 additional, making a total of $65,000, and that upon payment of said sum the Sellers shall release to Buyer five (5) acres to be agreed upon, but in conformity with the overall plan of Buyers development and with not more than 3/4 (75%) of the frontage on either South Main or SW 16th Avenue to be released therewith.

(2) This offer contingent upon the property being zoned R-3 (High Density Multiple Dwelling) allowing construction of an average of thirty-two (32) units per acre. This offer contingent upon the availability of water and sewer at the property, and upon the non-existence of any easements, set-backs, or other prohibiting factors that would prevent the use of the property consistent with R-3 zoning.

These terms clearly indicate that the demand for apartment sites was exerting pressure for zoning changes and that money, both purchase mortgage money and hard cash money, were being made available to exploit that demand.

On January 24, 1966, a warranty deed was executed in accordance with the November 4, 1965, contract. On January 27, 1966, the purchase money mortgage was executed as specified in the November 4th contract. However, in August of 1966 the land, flanked on the west by apartment construction and on the east by strip commercial development, was still in its rough timber and brush state. The purchase price indicated a 1966 vacant land value of $9,910 per acre, or $0.2275 per square foot. This value is 183 per cent greater than the 1962 purchase of the first tract discussed and 95.53 per

cent greater than the land value indicated in transaction number 2 just discussed.

The Attorney Influence

The "green belt" ordinances are stoutly defended by tha attorneys who use it as a cover for land speculation. Lying in the immediate area of the tracts just discussed were 2 parcels of vacant land held by the county--a passive land use force. Lowry, as trustee, purchased them in 1963--2 contiguous tracts of 1.72 and 2.634 acres each, for $5.860 per acre, or $0.132 per square foot. A year later he sold the larger tract to the United Convalescent Hospital, Inc. for $36,000, or $0.313 per square foot, a 133 per cent increase in one year. Five months later, Butler Apartments, Inc. paid $25,000, or $0.33 per square foot for the smaller tract, an increase of 148 per cent in 17 months.

Trends

No reliable trend can be established from a few transactions. However, these transactions provide evidence to indicate that a definite relationship exists between the problems of reassembling tracts in an established, highly developed neighborhood and new land being brought into use on its perimeter.

Tracing a Complex Transaction Through the Public Records

Various legal and financial maneuvering cloaked a major land use change pattern on the Southeast corner of NW 13th Street and West University Avenue. A number of people were involved in this major neighborhood land use change. Names as they appear in the public records will be used in the reconstruction of the events leading to the change. A deeper stream of events helped to shape the chain of action, but they cannot be included as a portion of this dissertation.

The 157.2 front feet of Lots 6, 7, and 8, Block 3, University Place, was the first transaction in the records. In 1947, Jacksonville Properties, Inc. paid $20,000 for the property. Bishop, et al.,previously discussed in other transactions recorded in the data bank, purchased the property late in 1962 for $64,000.[1]

Financing was secured from the Citizens Bank of Gainesville--the bank president enters the transaction later as a principal. Securing the mortgage were personal notes from 4 prominent individuals, as well as a mortgage on the property. This was an unusual financing procedure which would

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[1]Official Records Book, 215, 65-66.

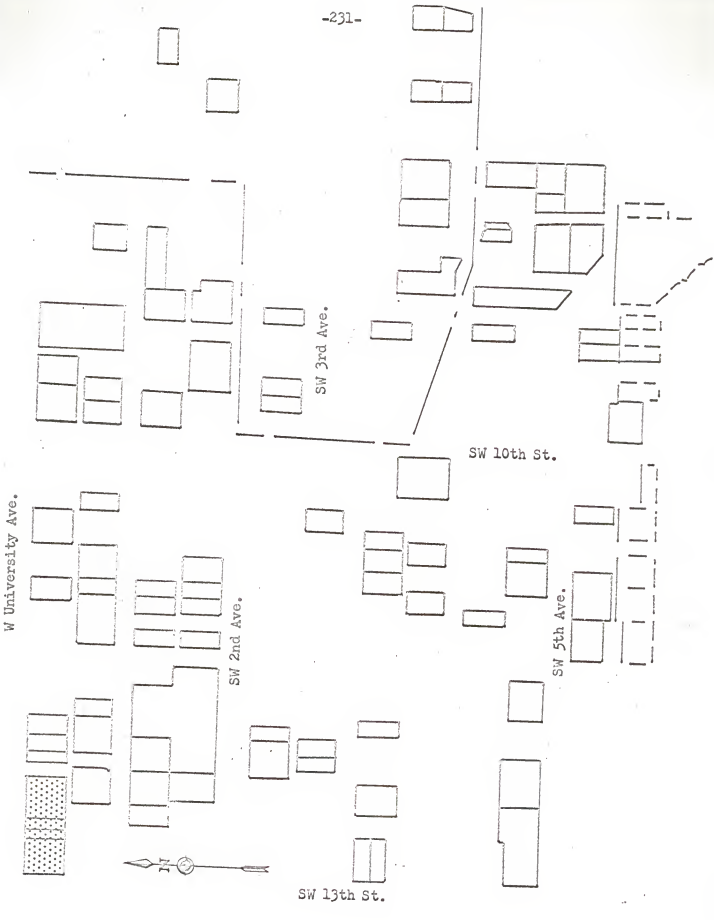
W University Ave.
SW 2nd Ave.
SW 3rd Ave.
SW 5th Ave.
SW 10th St.
SW 13th St.

Figure 21

remove the property transaction from the normal open market category.

Early in 1962, Carlisle[1] conveyed the East 39.28 feet of Lot 6 to Bishop. Documentary stamps indicate that this was a convenience transfer involving no cash outlay. On the same day Bishop reconveyed the same parcel to Rountree for $39,000, or $1,000 per front foot in contrast to the $127.22 per front foot just paid for it. At the same time a partial release of the parcel was obtained by paying the mortgagee $16,000. Most likely the $16,000 was paid by the escrow agent from the purchase price. If this were the situation, then a cash flow of $23,000 had been generated in a 3 months period with no cash outlay by the purchasing principals.

Not only was the venture made with no cash outlay, but the original principals and lender made financing possible for the purchaser of this first spin-off. Two Satisfaction of Mortgage instruments indicate that Van Winkle and Jennings became the owners of 2 second mortgages on the newly improved Rountree property.[2] The second mortgages alone totalled $30,000. For Rountree the transaction ended disasterously. The records could be interpreted to read that an unwise and

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[1]Bishop, Carlisle, Henderson, and Van Winkle were the grantees on record.

[2]Official Records Book, 336, 15-16, mortgage to construct a building on the newly purchased property.

illogical land use change had occurred as a result of promotion profit. It was further aided by overfinancing from the promoting sellers.

Only 25 per cent of the property was involved in this first spin-off. Three more convenience transfers occurred in quick succession. These transfers indicated a realigning of interests in preparation for further land use change promotion. At this point, the following things had been deduced from the public records: (1) the original purchase was 100 per cent bank financed; (2) there were 4 principal grantees; (3) the mortgage referred to promissory note or notes; (4) in 3 months, 3 of the grantees conveyed their undivided interests in one-fourth of the property to the fourth grantee with no monetary consideration being involved; (5) simultaneously, the fourth grantee conveyed his newly acquired undivided one-quarter of the original purchase to a new principal--an investor for use; (6) a realignment of interests had occurred so that each original grantee held undivided title to one-fourth of the original purchase; and (7) the first resale of one of the quarters involved additional financial investment by one of the original grantees and the original lender--a bank president.

At the time of this analysis the only original grantee still holding title was Henderson. Carlisle became the undivided fee holder in the West one-half of the original purchase in February of 1965. This appeared as a prelude to

further complex transactions involving not only the Carlisle tract but the remainder of the block to the west as well. Two additional parcels became involved: (1) Lots 9 and 10 with a frontage of 104.8 feet on West University Avenue, and (2) Lots 11 and 12 with 104.8 feet fronting on West University Avenue and 121 feet on SW 13th Street.

Bishop, individually and as agent, took fee simple title to the 2 tracts for an indicated total consideration of $95,000, or $431.39 per front foot on West University Avenue, and an additional value increment of $34.24 per front foot for SW 13th Street corner influence. To the untrained observer, this would appear as a valid arms length market transaction occurring in the normal events of land use change. This was not so because of the very complicated legal and financial maneuvers involved. These transactions must fall into a very special category affecting land use change strongly contrary to the normal trend of land use change forces.

To properly observe these atypical transactions one must first familiarize himself with the Subrogation Agreement which proceeded the conveyance of the properties. A partial reproduction is as follows:[1]

SUBROGATION AGREEMENT

WHEREAS, on to-wit, 23rd day of January A.D. 1962, Alpha Epsilon Chapter of Pi Kappa Phi Fraternity, Inc., a non-profit Florida corporation,

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[1]Official Records Book, 222, 454-455.

entered into an option to sell the following described lands with all improvements thereon to Wilbur Bishop, individually and as agent:

> Lots Nine (9) and Ten (10), Block Three (3) of University Place, a subdivision as per plat thereof recorded in the Office of the Clerk of the Circuit Court of Alachua County, Florida,

for the sum of forty-five thousand ($45,000.00) dollars, payable as in said option agreement fixed and provided, and

WHEREAS, thereafter on to-wit, the 8th day of March, A.D. 1963, the said Alpha Epsilon Chapter of Pi Kappa Phi Fraternity, Inc. executed and delivered its said mortgage deed to First Federal Savings and Loan Association of Gainesville, a corporation organized under the laws of the United States, thereby creating a lien upon the above described lands for the purpose of securing the payment of a certain promissory note for the original sum of thirty-two thousand five hundred ($32,500.00) dollars, executed and delivered to said mortgagee by the said Wilbur Bishop, individually and as agent, and various other joint makers thereof, and

WHEREAS, in and by said option agreement and under certain circumstances therein set forth, it was provided that upon the advance by said optionee to said optionor of the sum of forty thousand ($40,000.00) dollars will be made in the near future from funds furnished by the said Wilbur Bishop, individually and as agent, in part and the balance from funds loaned to the said Wilbur Bishop, individually and as agent, and others, which said loan is evidenced by the promissory note secured by the said mortgage of Alpha Epsilon Chapter of Pi Kappa Phi Fraternity, Inc., which has now been recorded in O.R. Book 222 at Page 449 of the Public Records of Alachua County, Florida.

Now therefore, in consideration of the premises and the sum of one ($1.00) dollar, to him in hand paid by First Federal Savings and Loan Association of Gainesville, the said Wilbur Bishop, individually and as agent, hereby transfers, assigns and subrogates unto the said First Federal Savings and

> Loan Association of Gainesville, any and all right, title and interest he may now have or later obtain to the above described real property and the improvements thereon by virtue of said option agreement, including any lien or right to a lien against said property by virtue of said option agreement and hereby expressly agrees that any such lien and all rights, titles and interests in said property accruing to the said Wilbur Bishop, individually and as agent, shall be and remain forever inferior and subordinate to the lien of the above described mortgage from Alpha Epsilon Chapter of Pi Kappa Phi Fraternity, Inc. to First Federal Savings and Loan Association of Gainesville. . . .

Stripped of its "whereas" and "thereafter" the agreement may be construed as follows. In January of 1962 Bishop took an option to purchase Lots 9 and 10, Block 3 of University Place for the sum of $45,000. The original option, which is not publicly recorded, had certain contingent conditions, one of which was the advance by the optionee to the optionor the sum of $40,000. The manner in which the $40,000 was obtained is the unique feature of the transaction. Alpha Epsilon Chapter of Pi Kappa Phi Fraternity, Inc. exercised its authority as owner-seller of the property and executed and delivered a mortgage deed on said Lots 9 and 10 as collateral for a $32,500 loan. Following the customary practice of requiring a personal note to be given concurrent with a mortgage deed,[1] the loan company was given a personal promissory

[1]The mortgage looks only to the immobile property for satisfaction but the personal note serves as additional collateral and follows the individuals being party to the note regardless of their whereabouts.

note in the amount of $32,500 which had been duly executed by Mann, Van Winkle, Jennings (President of the Citizens Bank which had furnished 100 per cent financing for the tract of land which lead into this discussion), Bishop as agent, and Bishop and wife.[1]

For reasons not explicitely set forth in the public records, these people, except for Bishop, were willing to personally obligate themselves to a note serving as further collateral to a mortgage on a tract of land in which they presumably held no interest. Implicitly they became as quasi-grantees in the purchase of the property under discussion. The financial respect which the community held for these individuals was used to effect a high capital leverage position in these property transactions.

This atypical financial maneuver in effect furnished $32,500 of the required advance of $40,000. Indications were that the additional $7,500 was cash advanced by the purchasing principals.[2] On May 31, 1963, Bishop, individually and as agent, took fee simple title to Lots 9 and 10.[3] The deed of

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[1] Names as they appear on record are helpful because they tend to lead the analyst to a fuller comprehension of the economic influence of certain small groups of individuals relative to land use changes and values. They help to reveal natural economic trends and patterns which may occur in other communities.

[2] Further analysis reveals that the $7,500 was invested less than 2 months before a 100 per cent financial maneuver released even that small investment.

[3] Official Records Book, 233, 499-450.

conveyance is deceptively simple. There were no indications of the quasi-grantees. Documentary stamps would lead one to believe that this had been a clean-cut arms length market transaction; however, it was not this at all.

The transaction represented only one part of a larger land use change program. On the same date Bishop, individually and as agent, took fee simple title to the adjacent corner tract[1] (the SE corner of University Avenue and SW 13th Street). Again the deed was deceptively simple; there were no indications of the quasi-grantees which are to be discussed on the following pages. Documentary stamps indicated a sale price of $75,000, but the instrument had not yet revealed the underlying current of the transaction. Information contained in the mortgage instrument help fill out the pattern of events, and is partially reproduced as follows:[2]

MORTGAGE DEED

> WHEREAS, WILBUR BISHOP, individually and as Agent, joined by his wife, FRANCES W. BISHOP, hereinafter called the MORTGAGOR, has for a valuable consideration agreed to secure the payment unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GAINESVILLE, a corporation existing under the laws of the United States of America, with its principal place of business at Gainesville, Florida, hereinafter called the MORTGAGEE, of that certain promissory

[1] Official Records Book, 233, 497-498.

[2] Official Records Book, 233, 501.

note executed by JOHN L. MANN and wife, KATHERINE L. MANN, W. E. VAN WINKLE, SR., and wife, HELEN R. VAN WINKLE, JOHN C. JENNINGS and wife, BETTY S. JENNINGS, WILBUR BISHOP as Agent, and WILBUR BISHOP and wife, FRANCES W. BISHOP for the sum of Ninety-Five Thousand and no/100 ($95,000.00) Dollars, a copy of which note is hereafter identified as follows:

$95,000.00 Gainesville, Florida, June 5, 1963

After date for value received, we promise to pay to the order of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GAINESVILLE at its office in Gainesville, Florida, the sum of Ninety-Five Thousand and no/100 ($95,000.00) Dollars, together with interest as hereinafter stated, in monthly installments of Six Hundred Eighty-one and no/100 ($681.00) Dollars each, on the first day of each month beginning July 1, 1963, until the entire sum hereunder has been fully paid, with prepayment privilege on thirty (30) days notice. . . .

The intricate pattern of atypical financing used in the purchase of Lots 9 and 10, as previously discussed, was repeated again. This time, however, Lots 9, 10,11, and 12 were included under the lien. Mann, Van Winkle, Jennings, and Bishop were again the co-signers on the $95,000 personal note, and as such all appeared to be grantees of record, or quasi-grantees.

The earlier loan of $32,500 on Lots 9 and 10 still retained its position as a first mortgage. The later loan of $95,000 was secured by a first lien on Lots 11 and 12, and a lien on Lots 9 and 10. These positions are set out in the terms of a "Partial Release of Mortgage" document.[1] In this fashion, the 2 loans constituted 100 per cent of the purchase price of the 2 properties and released the $7,500 cash which was used such a very short time in the financing of Lots 9 and 10.

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[1]Official Records Book, 314, 448-450.

Names as they appear in the public records have been stressed because of the important implications that they have on neighborhood formation and land reuse. For example, the name Jennings has been highlighted partially because of his position as the president of a local bank (Citizens Bank of Gainesville). It is not uncommon for a man in this position to be privileged with intimate knowledge of the pending economic change of his area and to know the needs and desires of individuals or corporations willing to step into desirable positions. One such example of his land use influence, as shown by the public records, is a sale of property to Humble Oil Company.[1]

Local news media and city proceedings minutes indicate that Humble Oil Company was seriously considering Lots 10, 11, and 12 as a service station site. Local hostilities against the location of a service station across from the campus caused a delay sufficiently long in duration to discourage Humble Oil Company from proceeding with its plans. Plans for this site were completely illogical from the community's viewpoint, but they were permitted under the existing zoning ordinances. Had the city developed and understood the use of a data bank and the techniques of interpretation as suggested here, they might have been successful in directing the use of this property into a more

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[1]Official Records Book, 244, 530-531.

desirable land use. They were unsuccessful in downgrading the zoning after the land transactions had progressed to such an advanced stage.

In spite of public rebuff, the corner site was sold to the American Oil Company early in 1966 as a service station site. They paid $6.97 per square foot. Only a portion of the speculative tract was sold to the American Oil Company, but the promoting group had generated a gain of $3.22 per square foot, or $58,600. All except 40 front feet of the 366.8 front feet purchased by the promoting group has been resold. However, discussion of the individual sales would not add further to the understanding of land use forming factors.

Reference has been made to those individuals of the promotion group who served in the capacity of personal note co-signers as quasi-grantees. Implicitly these persons were grantees in the eyes of the public. This implication is borne out by the individual warranty deeds required of each of the co-signers by the American Oil Company.[1] Only at this late stage of the maneuvering did Jennings show up as a principal in the transactions. The grantors required that the following clause be inserted in the warranty deed required of these quasi-grantees:

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[1]Official Records Book, 361, 208.

> John C. Jennings and his wife, Betty S. Jennings. . . . This deed has been executed and delivered by these Grantors for the purpose of vesting completely in said Grantee all right, title and interest Grantors may have in the lands described herein by virtue of the presently vested legal title in fee simple being of record as owned by Wilbur Bishop, as Agent: the only other principals having any interest in said land being John L. Mann, W. E. Van Winkle and said Wilbur Bishop, individually.

Putting aside specific names, one is able to generalize about implications which may be observable characteristics useful as a guide in the better understanding of land use change processes in the established, highly developed neighborhood: (1) the largest profits and greatest land use changes will accrue to, and occur as the result of, local people having an "in" on community affairs and financing; (2) apparently simple individual transactions may serve as a guise for more complex ones; (3) intricate financial maneuvers may be used to gain advantages which result in out-maneuvering other possible users, and may encourage unsound land development, e.g., the Rountree transaction;[1] (4) promotion groups may conceal their identities by using one local person as a grantee and the balance of the group as co-signers of personal notes; (5) realignment of interests may occur without having documentary stamps reveal the full implication of the transaction, e.g.,

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[1] Pages 232 and 233 of the text.

realignment in the last example required warranty deed with no federal documentary stamps and only $0.30 state documentary stamps; (6) unsound purchase financing is made possible through the use of high prestige participants either as explicit or implicit principals; (7) verbal or unrecorded agreements may be in effect long before an instrument is recorded, e.g., note the January 23, 1962, original agreement date and the March, 1963, recorded instrument date of the Subrogation Agreement; (8) atypical financing arrangements, e.g., $40,000 advance and personal note co-signers who have no direct interest in the property, should put the analyst on notice that a promotion plan may exist; (9) recognition of names that appear frequently in the public records help the analyst recognize trends in land use changes; (10) prominent local promotors frequently have the power and position necessary to override public hostility to land use change and therefore become important influences in neighborhood land reuse processes, and as such cannot be left out of any thorough neighborhood and land use development study.

Active University Planning Lacking

For many years the University and its neighborhood were easy going companions. School personnel made their homes close to the campus, walked to work and did their shopping on the Town Square. Fraternal organizations joined this

sleepy scene and built or reconverted quarters close to campus. Tax escape laws were passed to the advantage of the fraternities. To perpetuate these tax advantages the fraternities were placed more directly under the control of the University. As a result, the campus perimeter character was upheld by the University's influence.

At the end of World War II a number of forces joined hands to change the neighborhood land use pattern of the campus perimeter. Increased student enrollment broke the quiet of the campus neighborhood; a pent-up demand for new homes by the general public; new and easier methods of residential financing resulted in innovations in residential styling and setting. Finding it economically and physically unfeasible to upgrade the old campus neighborhood to the new and more desirable standards, the University personnel began to move to outlying areas.

A downgrading transition began; heretofore well-kept homes became ill-kept student quarters. Along the major street a gold coast of student-serving businesses sprung up--beer joints and less related businesses crept closer to the campus. Fraternal houses became increasingly conspicuously isolated islands of University influence on the campus neighborhood. They occupied what would be key sites for a commercial neighborhood thereby buffering the campus from neon signs and service station traffic and noise. A change in University policy toward the location of fraternal houses

coupled with the pressures of neighborhood change placed these key commercial sites on the real estate market.

As previously mentioned, the fraternal organizations were subordinate to the University. Therefore, the University could have, directly or indirectly, the first refusal privilege for the purchase of these fraternal sites. The University[1] did in fact exercise this privilege in a few instances as brought out in the reassembling of small tracts by the College Inn, Inc. for the Ramada Inn site. The University was in a position to play a large role in its neighborhood and land reuse development. It could have purchased these key sites and held them for use in some buffer zone capacity. If this was not feasible, then, it could have purchased these sites and resold them with covenants running with the land and conforming to some overall plan of buffer protection of the campus perimeter. Unfortunately, this was not done, and other less desirable forces took over the task of directing the land reuse pattern.

The capacity for a university to be the dominant neighborhood forming force and land use dictator is graphically demonstrated by the following document taken from the public records and reproduced as follows:

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[1]The use of University here directly refers to the State Board of Education.

[2]Official Records Book, 109, 520.

AGREEMENT

WHEREAS, the undersigned, MAY S. CANNON, is the owner of the property hereinafter described and she has requested a change in zoning of such property to R 6; and,

WHEREAS, the campus of the University of Florida is located directly South of the subject property and said University, therefore, has a material interest in the development of said property; and,

WHEREAS, the University has acquiesced to the requested change of zoning on said owner's agreement to restrict the use of such property against certain uses that would be permitted in an R 6 District.

NOW, THEREFORE, it is hereby covenanted by the owner MAY S. CANNON, who is joined by her husband, E. FINLEY CANNON, JR., that the following described property shall not be used for any of the following purposes: As a Hotel, Motel, Tourist Home, Bungalow Court or Villa without first securing the permission of the then President of the University of Florida, which permission shall be in such a form that it will be subject to recording in the Public Records of Alachua County, Florida; it is further agreed that this restrictive covenant shall run with the land and shall be incorporated either in full or by apt words of reference in any subsequent conveyance and further, that the provisions hereof shall be enforceable in law or in equity by specific performance of or for damages for the breach thereof.

The property to which this restrictive covenant applies is:

Lots One (1) and Two (2) of RAY'S SUBDIVISION in the East part of Lot Eight (8) of Voyles Survey of the North Half of Section 6, Township 10 South, Range 20 East, according to Plat of same recorded in Plat Book "C" at page 51 of the Public Records of Alachua County, Florida.

EXECUTED this 19th day of August, 1960, at Gainesville, Florida.

It is suggested that a university would be lax in its obligation in neglecting to utilize such a powerful weapon in protecting its campus perimeter from undesirable encroachment.

Private Business Controls Future Land Use

Ownership does not need to be continuous in order to exercise long-term control. Conveyance of land may be made without conveying the full bundle of rights of ownership. Reservation of rights may be for a specific period, or they may run with the land.[1] A case in point is the Howard Johnson Corporation, a purchase and sale of Lots 1, 2, 6, and 7, University Terrace, Gainesville, Florida.[2] Located on West University Avenue only one block east of the University, the site appeared well suited to their 1955 corporation structure. Originally they had confined their activities to the production and sale of high-grade ice cream. By 1955 they had expanded their activities to include a modern restaurant operation. The 28,000 square feet of land area contained in Lots 1, 2, 6, and 7 would support one of their units and the location seemed suitable so they purchased it in June of 1955 for $48,600, or $1.735 per square foot of land and building.[3]

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[1] Covenants running with the land are binding on all subsequent owners.

[2] Deed Book, 334, 127.

[3] In this instance the buildings constituted a negative value.

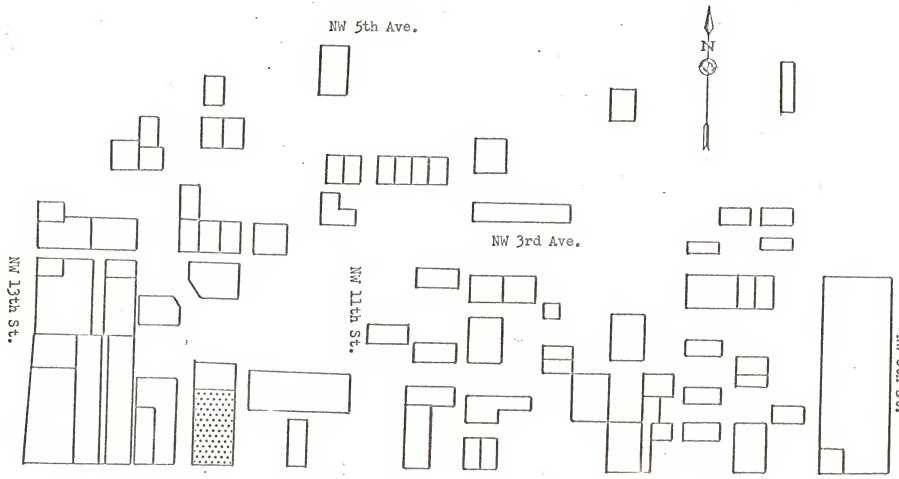
NW 5th Ave.
N
NW 3rd Ave.
NW 13th St.
NW 11th St.
NW 6th St.
W University Ave.

Figure 22

Before development of the site got underway, the corporate structure changed. Under the new structure, a motor lodge operation was added to the ice cream and restaurant operation. A 28,000 square foot site was not large enough for the new system and the location was not suitable for a motor lodge, so there was no reason to try to enlarge the site. Another site which was suitable for the new image was purchased. While further from the campus, it would still attract some of the University crowd.

The old site was placed on the market, and in May of 1961 was sold to the Texas Company (Texaco Service Stations) for $84,000, or $3.00 per square foot of land. Taking full advantage of its ownership to protect itself from the old site being used in a manner contrary to their best interest, the Howard Johnson Corporation withheld some of their bundle of rights of ownership when conveying to Texaco. Incorporated in the warranty deed was a covenant running with the land for a period of 15 years which restricted the property from being used for the purposes of a restaurant, motor lodge, motel or similar business. The site is presently improved with a modern 2-bay service station--a non-competing use. The University had an excellent opportunity to control an important segment of its surroundings because of its relationship to the fraternal organizations. For some reason it failed to exercise its power in the same manner as private business.

The importance of the Howard Johnson-Texaco transactions to a fuller understanding of neighborhood formation and land reuse patterns could be easily overlooked. In most studies the analyst would not even be aware of such a relationship. For example, in the classical Hoyt study [9] wherein the method of analysis was restricted to an investigation of the physical characteristics of a select number of American cities, only the physical result produced by the final developer could be considered. There could be no analysis of the reason why he took a particular action which resulted in the development of a specific type of physical plant. The analyst could only hope that some discernable pattern of physical results would be observed. Hoyt and others have presented evidence showing that there are certain characteristics in the physical expansion of urban areas which tend to be repeatedly observed. These generalizations are only applicable to large areas where growth has been outward to new and virgin lands.

This author does not dispute that such observable characteristics exist. He does, however, question the value of relying entirely from the projection of historical patterns of physical development as a means of understanding the development of land reuse patterns and processes in the established, highly developed neighborhoods. One cannot dispute that a primal formation force must exist for every

neighborhood, e.g., in the neighborhood being considered in the pilot model, the University is the primal force; nor can one deny that within a broad and general framework that certain general and predictable characteristics will occur. A problem arises, however, when one tries to understand and explain the specific pattern of land use development or change within the broadly defined framework of an established, highly developed neighborhood.

It is here that mathematical and cartographical models breakdown in their efforts. Land use development and change occur as the direct result of individual action. In a capitalistic system all individual action hinges on economic motivation. Conducting an empirical study of the motive of each individual involved in a property transaction would be highly impractical, if not impossible. Existing models developed to aid in the understanding of the economic actions of people are so abstract that they offer only broad and general guidelines for the urban analyst.

Even among close friends, money matters are seldom intimately and honestly discussed. Fear of competition, fear of ridicule, and fear of taxing authorities are only a few of the reasons why people are reluctant to discuss actions related to monetary transactions. Various indirect methods are taken by those who must use the "why for and how much" analysis of individual actions. In this dissertation the author has turned to the public records. The Howard Johnson-

Texaco transactions not only revealed "how much" but also "why."

Here it was not the immediate monetary gain that determined what the land use change would be, but a corporate image change--something no mathematical or cartographic model would consider. This very unpredicatable change affected not only the tract actually involved, but the surrounding area as well. As the closest neighbor analysis reveals, there is a tendency for compatible activities to cluster in some hierarchical fashion, and until a certain threshold position is reached, no radically different or higher order activity is attracted. Had a high-grade restaurant been established on the site being discussed the type of closest neighbor development would have been more pedestrian oriented and development more extensive. A service station does not have a high degree of attractiveness for compatible close neighbors, but it does tend to have a downgrading on close-in residential properties. In old residential areas, e.g., the one under consideration, they tend to create an accelerating effect for changing land use.

Out-of-State Purchaser for Investment Use

Promotor-agents play an important and dynamic role in neighborhood land reuse patterns and processes. They are continually on the lookout for "sleepers"[1] which, when

[1] A "sleeper" is an item being held by an owner who does not realize its real potential.

properly exploited, become a source of quick gains. Frequently, however, this middle man is left out of the picture. He may have overlooked an opportunity, or the holder of a sleeper may have been shaken out of his lethargy in time to take full advantage of the situation by himself. Analysis of the public records can provide examples of both of these types of market participants.

In the scanning of documents during the construction of the data bank, the name Josephine B. Getzen, a widow, flags the analyst to a stop. Immediately the question arises of whether or not she serves as a straw woman or as a bona fide grantor. Cross checking the name in the grantee index reveals that Mrs. Getzen and her husband had owned the tract in question for many years; that they had assembled it over a period of several years; that they were sophisticated in the general field of real estate as the result of numerous land transactions over the years; and that on at least one occasion they had been instrumental in converting fraternity house land into apartment use.[1] Only recently had Mrs. Getzen conveyed as a widow. It is possible that the death of her husband was the reason for the January, 1963 release of the property from its long-term ownership.[2]

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[1] They had purchased the Pi Lambda Phi Fraternity, Inc. site and reconveyed it to Jo-Ann Apt., Inc. (apparently for or belonging to Josephine (Jo Ann) Getzen Bormot, C.D.).

[2] A new high rise apartment on the site indicates that the Getzens had been functional in a holding capacity until a higher and better use developed for the site.

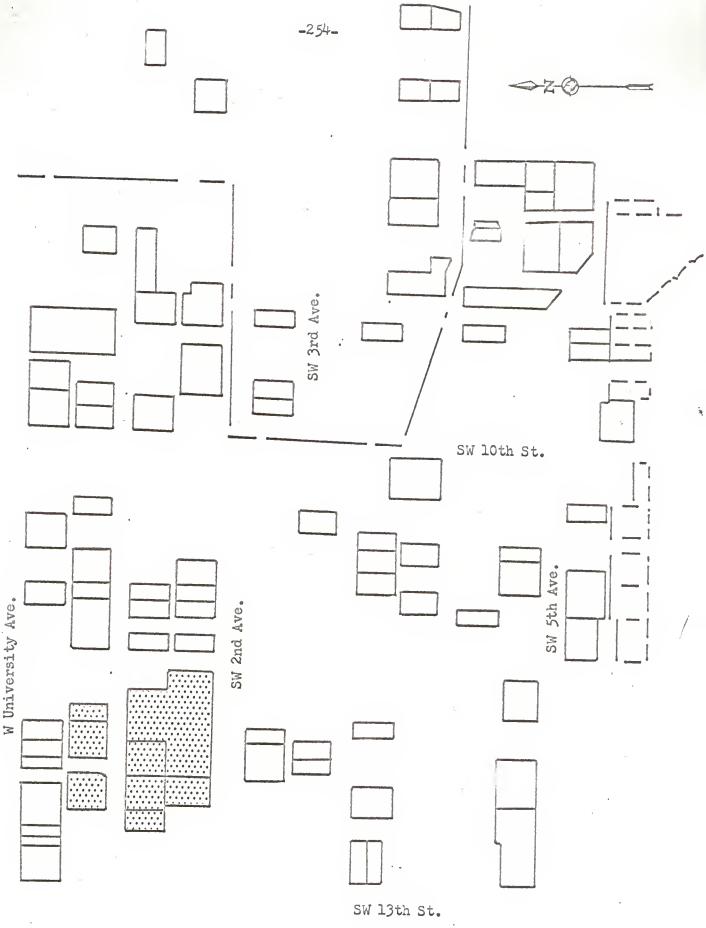
N
SW 3rd Ave.
SW 10th St.
W University Ave.
SW 2nd Ave.
SW 5th Ave.
SW 13th St.

Figure 23

The analyst may have dismissed further consideration of this instrument[1] except that the conveyance was to one individual, a man whose address was shown as 581 East Town Street, Columbus 15, Ohio. Legally described as Lot 2, less the East 3 feet thereof and Lots 3, 4, 19, 20, 21, 22, 23, and 24 of Block 4, University Place, a Subdivision to the City of Gainesville . . ., the 57,281.4 square foot trace was a large purchase for an old established area where small lot ownership prevailed. This out-of-state buyer had paid $1.74[2] per square foot of land and buildings or $100,000 for the 57,281.4 square foot parcel. An out-of-state investor such as Mr. Zieg[3] would have no great trouble in locating a suitable site for his plans if he were willing to pay market price or above. He would check the property tax records to determine the names of people holding a tract of suitable size, approach the owners, and negotiate. He faces, however, the ever present problem of old neighborhoods, small parcel ownership. If he fails to locate a parcel of suitable size, he must turn to a more devious approach to acquiring his site. He must use

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[1] Official Records Book, 217, 183.

[2] This is a high price cost when compared to outlying vacant land on the campus fringe perimeter being purchased at the same time for $0.40 per square foot.

[3] A check with the Off-Campus Housing Authorities disclosed that Mr. Zieg was an investor that had specialized in off-campus housing projects and that his desire to move into the area was known by them before this initial purchase was made.

devices such as straw parties or trustees to conceal his real identity and motives. If he does not he will be faced with the sky-rocketing prices and hold-outs which may render his plans economically unfeasible. The promotor-agent is not so apt to face these problems because the properties he deals in are those which the owners are unaware of the true potential. The absence of a real estate agent in the transaction now under discussion is indicated in the Warranty Deed[1] by the fact that both parties are represented by a local firm of attorneys.

Having established a beachhead, the Purchaser-for-Investment Use continued to negotiate and acquire contiguous or closeby parcels. In July of 1963 he purchased Lots 20 and 21, of Block 3 of University Place. Because this parcel is across the street from the original purchase, one would conclude that it was purchased for parking area. The purchase price of the 12,827 square foot parcel was $39,000, or $2.33 per square foot. A time lapse of 6 months was sufficient for the purchaser's plans to become known publicly. This could have been the reason for the increase in the price necessary to purchase additional property of the same type--an increase from $1.74 to $2.33, or $0.590 per square foot. Again, this transaction lacked evidence of any local real estate agent's influence.

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[1] Official Records Book, 217, 183-184.

Old neighborhood patterns can again be observed in this latter transaction. A check of the grantee-grantor indices discloses that the grantors, J. A. Vitatoe and his wife had been active in local real estate transactions for a number of years. In July of 1957, at a cost of $1.24 per square foot of land and building, they purchased said Lots 20 and 21 from Olive Scarratt Briggs, single.[1] A further check of the records indicated that the grantee was not a straw party, but that she had become heir to the property on the death of her parents. The tie to a property obtained by devise does not appear to be as strong as one created by purchase with intent to use. The Vitatoes purchased and took a position in neighborhood formation and land use change force analysis which may well be titled a holding position or force. Mr. Zieg and his apartment project were the forces required to eject them from this position. They both held a position which is found time and time again in the pattern of neighborhood change.

On June 15, 1964, Mr. Zieg purchased[2] Lots 5 and 6 of Block 3, University Place, another old fraternity site. This contiguous tract contained 12,826 square feet for which he paid $34,000, or $2.65 per square foot. Mr. Zieg had stepped into the void left by lack of University action. This time

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[1]Official Records Book, 367, 307-308.

[2]Official Records Book, 281, 23.

the proposed land use happened to be conforming to desirable neighborhood development.

On August 25, 1965, Mr. Zieg[1] acquired another contiguous tract of 32,506 square feet of land and building for $75,000, or $2.30 per square foot. The grantor had assembled the tract from 2 separate parcels, one from the Gamma Iota of Zeta Tau Alpha House Corporation,[2] on December 13, 1954, and the other from a widower[3] on July 25, 1955. The combined price was $35,300, or $1.08 per square foot. Comparison of the 1955 purchase price to the 1965 price could lead the analyst into a serious judgment error if he were not careful. The records indicate that Mr. Ford purchased these properties for fixed investment anticipating a return based on the marriage of land and buildings. Mr. Zieg, however, bought for the land only and actually had a negative value in the improvements. Mr. Ford had stepped into the void left by the inaction of the University and became the holding agent of the fraternity property while Mr. Zieg again was the motivating force in its land use change.

Following his practice of acquiring contiguous tracts, Mr. Zieg next purchased the 6,413 square feet of land and

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[1]Official Records Book, 338, 39.

[2]Deed Book, 327, 380.

[3]Deed Book, 336, 114.

building known as Lot 9, Block 4 of University Place, formerly belonging to Gamma Theta of Tau Kappa Epsilon Housing Corporation.[1] This last purchase on February 9, 1966, was on the basis of $7.32 per square foot or a total price of $47,000.

Several features of these transactions were indicators of the need for further investigations of the public records. A non-local grantee or grantor could be an indication of changing land use patterns. Continual purchase in one small area is an indication of pending or continuing land use change. Local land prices continued to spiral upward after the new and higher use of land was introduced into the area. Table 1 presents these data most concisely.

[1] Official Records Book, 366, 1963.

TABLE 1

SPIRALLING LAND COSTS
OF REASSEMBLING SMALL HOLDINGS

Grantor Purchase		Grantee Purchase	
Date	Price per Sq. Ft.[1]	Date	Price per Sq. Ft.[1]
----[2]	------	1/64	$1.748
7/57	$1.247	7/63	$2.338
----	------	6/64	$2.651
12/54 7/55	$1.085	8/65	$2.307
----	------	2/66	$7.328

Instruments to the transactions do not indicate the influence of local brokers. Both grantees and grantors were represented by law firms. The author has not included the influence of financing as an integral part of the research program. It does, however, occasionally crop up as an influencial feature. In these transactions the use of high financial leverage was noted from out-of-state sources, but some of the initial land purchase involved local purhcase money mortgages.

[1] Not actually comparable because the grantor had purchased for land and buildings while grantee desired only the land.

[2] Properties held by fraternal organizations or obtained by devise are not considered as sound economic indicators of value.

Reassembling Parcels in a Vacant and Skipped Area
A Medical Building Site

In a study of this type, one must acquaint himself with the names of the local businesses and their owners. A few hours spent with the city directory will provide a good start in this direction. In scanning legal instruments one has a tendency to associate local business names and the names of their owners with those on the instruments. It is not uncommon to find information in the body of instruments serving as an aid in this connecting process.

One example is seen in this Warranty Deed[1] made between Canova, single, and Automatic Vending, Inc. The first eye stopper is that the grantor is a single person. The question is whether or not he is serving in a straw man capacity. A covenant running with the land incorporated in the body of the instrument indicates that he was not. Further, the covenant stated that:

> The above described property is restricted against use as a drug store for a period of 20 years until May 12, 1981.

This indicates that Canova had, or intended to have, interest in a local drug store and had taken action to prevent land use change to that purpose.

Checking the plat map, one finds the property is located in a poorly developed and partially skipped over area close

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[1] Official Records Book, 141, 50, filed and recorded May 12, 1961.

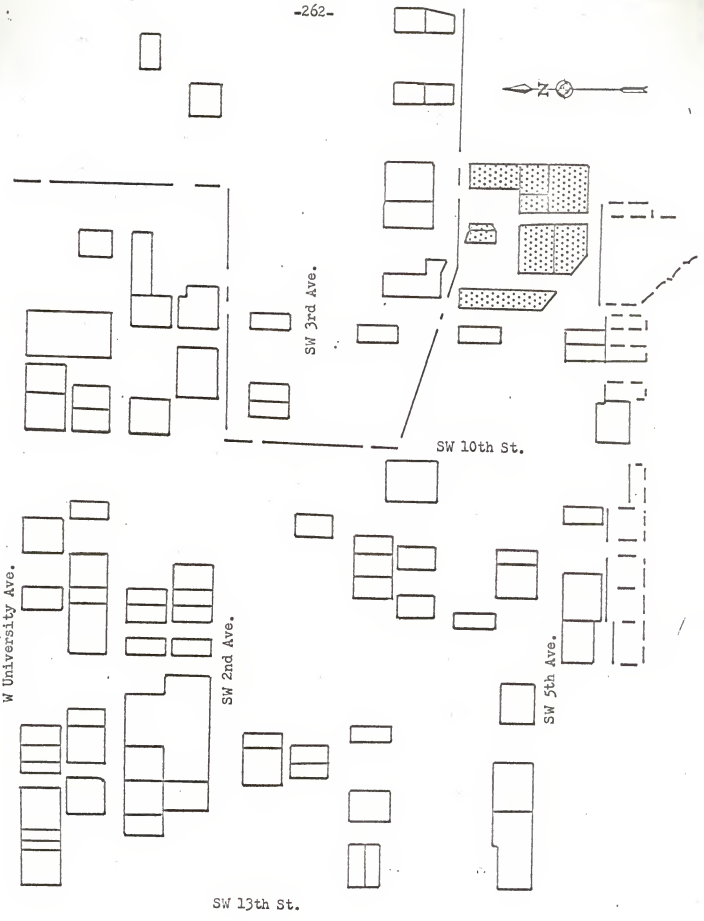
SW 3rd Ave.
SW 10th St.
W University Ave.
SW 2nd Ave.
SW 5th Ave.
SW 13th St.

Figure 24

to the Alachua General Hospital--an unlikely spot for Automatic Vending, Inc. to extend their operation. The fact that they paid $1.39 per square foot, or $15,000 for the 10,730 square foot parcel would indicate that they had some near future plans for a higher and better use development of the property. The deed is an economic indicator of pending land use change and both the grantee and grantor may be cataloged as neighborhood formation and land use change forces.

Cataloged in the analyst's mind was the fact that Automatic Vending, Inc. or its principals were active as a land use change force, and that their actions bear watching. A search directed to their land transactions was therefore conducted. Eight individual land transactions of close date, and all within the pilot model area were found. Two of these transactions[1] involved land on Southwest 7th Street and were contiguous to property previously discussed. The purchase price was $1.17 per square foot, or $14,000 for the 11,962.5 square feet contained in the 2 parcels. The total price of the 3 parcels was $30,000, or $1.27 per square foot for a 22,692.5 square foot tract. Here was a neighborhood formation and land use change force in action. An inspection of the site revealed it to be currently utilized as the site for medical professional services.

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[1]Official Records Book, 209, 434, filed November, 1962, and Official Records Book, 214, 563, filed December, 1962.

The change, however, was not as easily accomplished as it might seem. In overcoming obstacles in the way, other land use changes occurred. It has already been noted that the first deed encountered carried a restrictive covenant. The second deed[1] conveying the West 50 feet of Lot 6, O. A. Porter's Addition, had to be joined by 6 individuals to convey fee simple title. These persons appeared to be heirs to an estate. Bringing 6 people to agreement is not always a simple task, but the task in the second transaction was much greater.

The second transaction which involved Lot 6, less the West 50 feet, required 2 deeds. The first to convey was the South Atlantic Seventh Day Adventist Conference, Inc., and the second deed from Emma Davis, a widow, was given for the purpose of releasing and conveying the life estate of the grantor in and to the property. Explicitly Emma Davis, a long-time resident of the site, had conveyed her power to do as she saw fit with the property to the church, but no land use change could be made during her lifetime. She had restricted land use change. To pry loose this restriction, Automatic Vending, Inc., in the person of Hughes, its President, offered Emma Davis and the church a more desirable corner tract in another area of the city,[2]--one they had just recently purchased for this purpose.[3] Automatic

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[1]Official Records Book, 209, 434, filed November, 1962.

[2]Official Records Book, 213, 549-550, filed December, 1962.

[3]Official Records Book, 205, 251-253, filed October, 1962.

Vending, Inc., then, had not only been instrumental in neighborhood and land use change on the campus perimeter, but had also shifted a land use restriction to another neighborhood. It should be noted that while the tracts of land just discussed lie within the general bounds of the campus perimeter, the economic cause of land use change was the Alachua County General Hospital.

Assembling Land for a 32 Unit Apartment Site

Much like having taken one bite of good food and finding it difficult to resist partaking further, people who effect land use change tend to continue their activities beyond the first effort. Frequently, this activity is carried as a sideline. One finds Hughes and his Automatic Vending, Inc. in this position. Continuing their successful efforts in reassembling small parcels into a more productive size, Automatic Vending, Inc. next purchased a 76,600 square foot irregular shaped neighboring tract for $0.13 per square foot,[1] or $10,000. Subsequently acquired was a contiguous tract of 7,125 square feet for $1.75 per square foot, or $12,500.[2]

Comparison of the chain of title of this latter parcel revealed one of the greatest difficulties in trying to

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[1] Official Records Book, 246, 369, filed September, 1963, Lot 107, Porter's Addition--part east of creek.

[2] Official Records Book, 281, 224, filed June, 1964--part in NW of Lot 106.

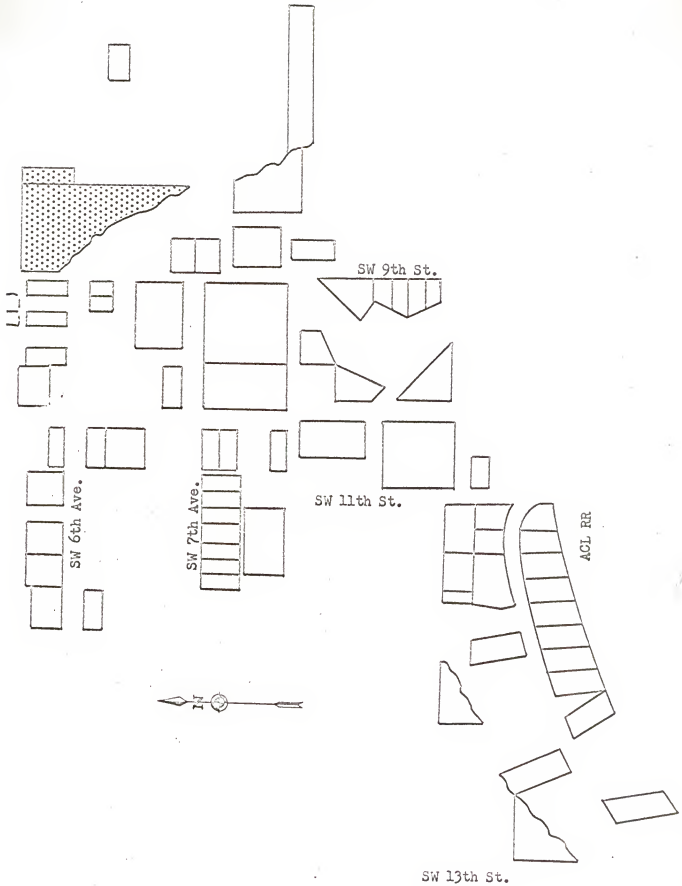

Figure 25

reassemble and upgrade an old neighborhood where the land ownership has been broken up into small parcels. Steadham, a local businessman, had added this fractional parcel of Lot 106 to his then-existing ownership of another fractional part of Lot 106. He paid $2,500, or $0.33 per square foot for the land on May 10, 1961. In September of 1964 he demanded and received $12,500, or $1.75 per square foot.[1] The gain in price cannot be attributed to normal appreciation; it represented a bonus paid for reassembling small ownership land parcels.

Automatic Vending, Inc. was able to add one more contiguous piece to its project.[2] They paid $700, or $0.29 per square foot for a landlocked 2,375 square foot parcel. Assembling 3 separate parcels into a single tract of 86,100 square feet had taken one year and an expenditure of $23,200.

On the strength of their negotiation of these last 2 parcels, Automatic Vending, Inc. had proceeded to borrow $215,000 from a local bank.[3] The land, and a corporate note, given by Automatic Vending, Inc. were pledged as security. Succeeding instruments on record revealed the financial maneuvers used to build and furnish a 32 unit apartment house. Several individual corporations became involved, including the Starlight Apartments, Inc. Each corporation had Hughes

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[1]Official Records Book, 140, 392, filed May 10, 1961.

[2]Official Records Book, 288, 103, filed August 11, 1964.

[3]Official Records Book, 282, 230-237, filed June 29, 1964.

as an officer and had Automatic Vending, Inc. backing on notes and mortgages.

Several specific points worthy of note by the analyst were presented by these transactions. Land use change in an established, highly developed neighborhood is frequently preceded by a series of assembling transactions. Sometimes, but not always, closely dated transactions in a small area indicate pending change. These transactions may, if a change is in the making, be made in the name of a single individual, or corporation. The use of straw parties, agents, or trustees may at times distort the picture, but there can be no concealing of the land identification. Established or anticipated normal guidelines for neighborhood land values may be completely ignored in such transactions, e.g., one purchase for $0.13 per square foot and another for $1.75 per square foot with an overall cost of $0.33 per square foot. For those sophisticated in the methods of creating land use change, what must be known is the top price which can be paid for the assembled parcel and still permit a profitable return on a new or higher and better use of the land. Land use change is frequently dependent upon the borrowing capacity of the developer. Land use change is initiated by persons well acquainted with the ways of business, or is guided by such persons.

A Small Shopping Center

Land use change in an old neighborhood is almost always preceded by the multiple land purchases which are required to obtain a tract large enough to be economically feasible to develop. Numerous problems are encountered in such an effort. Two of the most difficult problems encountered are the hold-outs who will not sell at all and the opportunists who milk-out prices far in excess of normal market value on the threat of becoming a hold-out.

Because of the opportunist, the developer tries to re-assemble without his efforts becoming public knowledge. Various methods are designed to conceal from the general public information indicating that a reassembling program is under way. The use of straw parties and trustees is a common way of doing this. Less common, because of the risk involved, is the technique of withholding the instrument of conveyance from the public records. A hold-out who is not an opportunist can sometimes be moved by a property trade in which the hold-out feels he gains amenities greater than those of his current holdings. One example of the use of both of these approaches to overcoming the problems of land assembly was found in the analysis of the Carolyn Plaza shopping center just across from the campus. Indications are that further major changes will be forthcoming from the same developer.

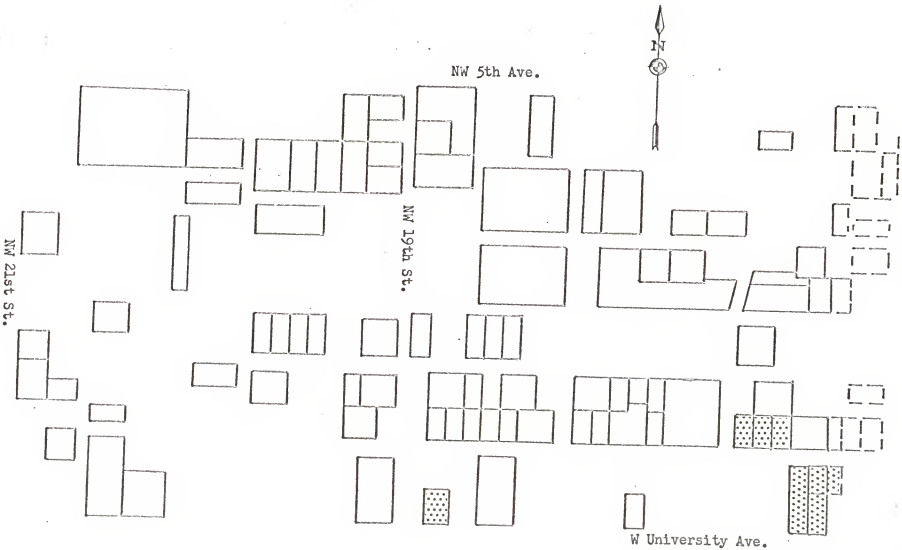

Figure 26

The name Smysor was highlighted by the normal process of scanning the records. He was an established resident of the area having purchased for his home Lots 7, 8, 9, and 10 of Block 1, College Park in October, 1929,[1] just across from the campus. Smysor purchased Lot 7 and the West half of Lot 6, Block 3, College Park, also across from the campus, in May of 1959, from a woman for $1.03 per square foot.[2]

He resold in July of 1960 to the University Evangelical Lutheran Chruch for deed to property of like kind and equivalent value.[3] The state documentary stamps indicated a cash value of the property taken in trade to be $2.28 per square foot. The 123.7 per cent gain over purchase price in 13 months is far from being typical of neighborhood value increase. The pattern of events preceding land use change is not, however, atypical.

On May,3, 1961, Smysor conveyed Lots 6, 7, and 8, Block 8, College Park, to Hargraves.[4] The documentary stamps indicate that a minimum consideration was given. However, no record existed showing Smysor's right to convey and the

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[1]Deed Book, 160, 55.

[2]Official Records Book, 56, 658.

[3]Official Records Book, 104, 177.

[4]Official Records Book, 178, 576-576A.

deed appeared to be a "wild deed."[1] Because the property is only one block north of the campus, the transaction was investigated. On July 11, 1962, a deed was filed conveying Lots 7 and 8 of Block 8, College Park, to Smysor. On August 20, 1962, a deed was filed conveying Lot 6, Block 8, College Park to Smysor.[2] The odd feature of both deeds was the fact that they were dated July, 1948. Mr. Smysor was now the owner on record of the lots previously conveyed. On August 20, 1962, the May 3, 1961, deed was refiled, thereby removing its status as a wild deed.[3] Because of the time elapsed between grantee and grantor of Lot 6, these instruments could not be used as an indication of land value.[4]

One clause in the deed from Smysor to Hargrave,[5] however, alerted the analyst to the fact that a land development use pattern might be underway:

> The consideration for the property conveyed herewith is an exchange of property of like kind to be conveyed by the Grantees herein to the Grantors herein.

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[1] Deed conveying a non-existent right.

[2] Official Records Book, 197, 40.

[3] Official Records Book, 197, 42-43.

[4] Official Records Book, 197, 40.

[5] Official Records Book, 178, 576 (refiled 197, 40).

Hargrave did not get around to conveying said exchange lots until September 26, 1962, when he conveys Lot 4 and 13, Block 1 of College Park (directly across the street from the campus[1]):

> The full consideration for this conveyance was made by a conveyance from grantees herein to grantors herein of Lots (6) and Seven (7) of Block Eight (8) of the same subdivision, as evidenced by deed recorded in Official Records Book 197, page 42, of the public records of Alachua County, Florida. (Lot Eight (8) which was erroneously included in that deed has been reconveyed by Quit-Claim Deed of even date herewith.)[2]

On the same date, September 26, 1962, Hargrave also conveyed contiguous Lots 5 and 12 to Smysor for $1.75 per square foot. The analyst was immediately put on notice that other forces and plans were in effect.

A question was raised as to why Hargraves would make an even trade of main thoroughfare property for back street property; why only 2 lots were traded evenly and 2 were paid for by cash and purchase money mortgage; and why one lot on the back street was reconveyed to the Grantor. There existed an uneasy pattern of events which could be an economic indicator of pending land use change. An investigation of the site revealed that Lots 4, 5, 12, and 13 were redeveloped into the Carolyn Plaza, a small neighborhood shopping center.

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[1]Author's observation.

[2]Official Records Book, 202, 546.

[3]Official Records Book, 202, 547-548.

The influence of these parties to neighborhood formation and land use change did not stop here.

A Neighborhood Post Office Site

On August 11, 1962, Perry, a widow, conveyed Lots 10 and 11, Block 8 of College Park (lots contiguous to Hargrave's Lots 6 and 7) to Demetree, P. O. Box 16405, Jacksonvile 16, Florida.[1] The analyst was extremely considerate in his analysis of 4 contiguous lots bearing so many earmarks of pending land use change. On September 26, 1962, Hargrave conveyed Lots 6 and 7 to Demetree.[2] The Perry conveyance was made for a consideration of $0.70 per square foot, for the 10,800 square foot site, and the Hargrave conveyance for $1.71 per square foot for the 10,900 square foot site. Hargrave obtained almost the same for the back street site as for the main thoroughfare he had traded to Smysor.

Little additional information was obtainable from the records, except that Demetree immediately borrowed $64,000 on the assembled tract.[3] On June 24, 1963, he leased the property to the U. S. Government for a term of 10 years

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[1] Official Records Book, 202, 126-127.

[2] Official Records Book, 203, 242.

[3] Official Records Book, 205, 555-560.

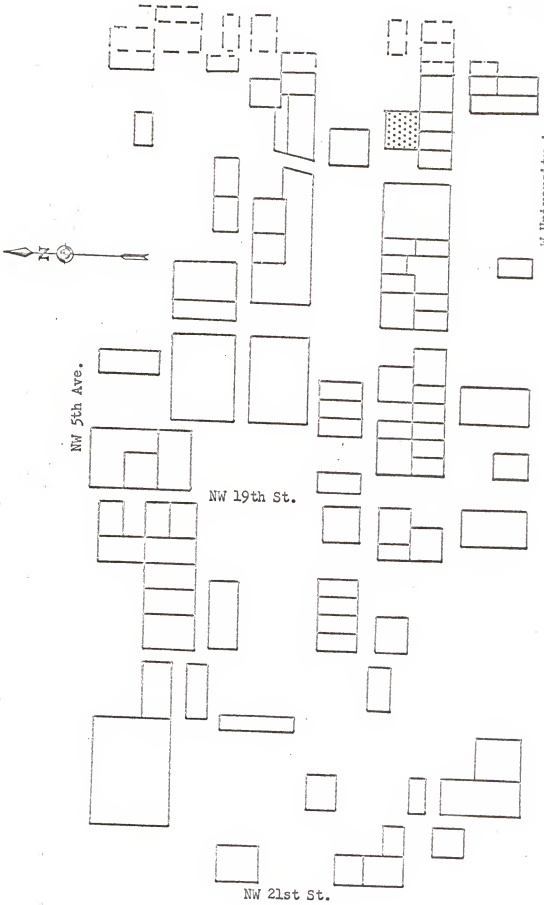

Figure 27

with two 5 year renewal options at an annual rental of $8,749 per year.[1] The tract is now the site of the University Post Office Station. The final action in this land use change pattern was on January 11, 1965, when the completed development sold for $96,700.[2] At this point Hargrave and Demetree had been phased out as local neighborhood formation forces, but the records indicate Smysor remaining as an active factor.

Several important features were reiterated or newly presented in this series of transactions. Land use change in an old neighborhood is almost always preceded by multiple land purchases closely clustered and dated. Hold-outs and opportunists may block the proposed change or may force devious methods of assembly to occur. Land trades were involved where the dollar amounts of value were estimated, thereby making the reliance on documentary stamps unsafe. Land value time series analysis involving such transactions tends to be distorted. Delayed recordings of land transaction instruments distort time series analysis and distort or conceal land use change patterns, and perhaps altered the natural trend of land values which relies on market transactions as a guideline. Delayed recording and "wild deeds" tended to lead the analyst down the wrong analytical path. Land

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[1] Official Records Book, 240, 360-368.

[2] Official Records Book, 307, 490-491.

trades were an indicator of a decisive break through on a major land use change project. Mortgage deeds served as valuable aids in the deed analysis. Leases, both recorded or unrecorded but referred to, served as an analytical aid. Reliance on documentary stamps served as an indication of value or importance of transaction, but could lead the analyst completely astray.

For an analyst to obtain a high degree of empirical proficiency in the analysis of a specific neighborhood, he must acquaint himself with the names of persons active locally in real estate transactions. He should be aware of and able to relate impending local needs to change. For example, the post office site land use change was preceded by University space need and expiration of a lease. It is normally difficult to spot a change of land use to a post office site much before physical evidence is available because of the method of site selection and purchase. The post office department selects a site and obtains an option or options on it. Bids for development of the site are publicly invited. The unrecorded site option is assigned to the winning bidder, and it appears that an arms length individual transaction has occurred at the date of filing. Months or even years may occur between the beginning of negotiation and the date of recording.

A Modest Size Neighborhood Shopping Center

The Plaza is a shopping center developed about 1963. The 127,200 square foot center is located on the outer perimeter of the campus neighborhood at NW 6th Street and West University Avenue. Gainesville Development Company, long active in local real estate transactions, and referred to at other places in the dissertation, had held this sizeable parcel intact for a long period of time. In 1929 they sold off a 5,250 square foot corner to Shell Oil Company for development as a station site. On November, 1956, Cofrank, Inc., comprised basically of Cone and Franklin, also long time prominent developers, acquired the 121,221 square foot parcel from Gainesville Development Co. at a cost of $1.23 per square foot.[1] On September 10, 1958, they acquired the old Shell Oil service station site at a cost of $2.95 per square foot to round out the original 127,200 square foot parcel.

Several prominent and observable factors developed to create a land use change for this tract. Its location opposite a main line railroad tract had rendered it undesirable for quality residential use on the University side. It was too far removed from the courthouse square commercial development to be used commercially, so the economic pressure was not sufficient to break it up into small ownership tracts.

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[1] Deed Book, 356, 358.

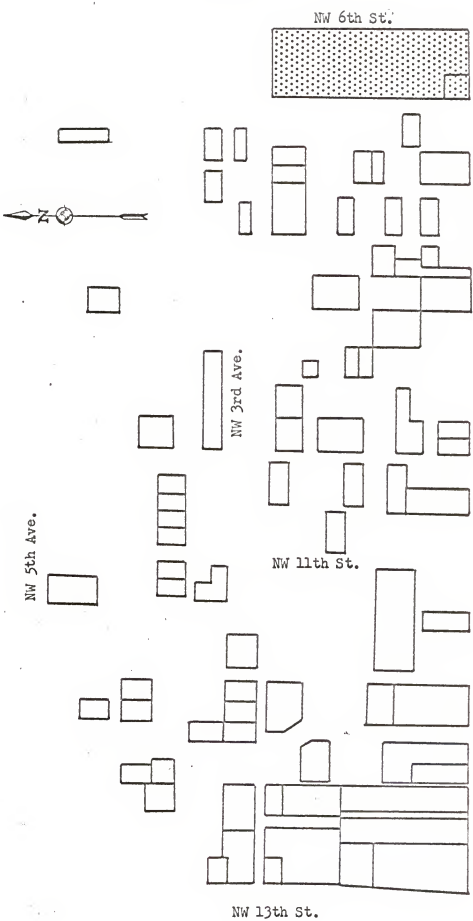
NW 6th St.
W University Ave.
NW 3rd Ave.
NW 5th Ave.
NW 11th St.
NW 13th St.

Figure 28

Its relatively large size, the degeneration of the downtown area, the disappearance of the small neighborhood grocery store, and the expanding University enrollment were important factors in the development of an economic climate favorable to the development of a modern shopping center on the site.

Changes in service station site dimensions rendered the old service station site undesirable, thereby making it possible to square out the shopping center site. Previous owners of the site did, however, place a restrictive covenant on the site:[1] "Limited Warranty Deed. . . This conveyance is made upon the condition that there shall not be stored, sold or distributed on or from premises. . . , for a period of ten (10) years. . . other than petroleum products manufactured or sold by the Grantor."

The old station site purchase again highlighted the danger of depending solely upon sale prices indicated by documentary stamps. Indications are that Cone and Franklin purchased the 5,250 square foot parcel for $15,500, or $2.95 per square foot in September of 1958. On July 25, 1960, the records indicated that Cone and Franklin transferred the parcel to Cofrank, Inc. for $55,000, or $10.47 per square foot. A 2 year time lapse would not account for such a large increase in value. One of the most difficult problems encountered in research of this type is obtaining factual

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[1]Official Records Book, 25, 521.

information about money transactions. So difficult is this problem that one must often read meaning into passive documents.

In this case one would interprete the higher figure to represent a paper transaction for the purpose of establishing a corporate value rather than an arms length transaction. In any value analysis the lower figure would be relied upon.

Tying Together

The depth of this chapter has been limited by examples which emphasize, in a general manner, the potential of using the public records as a guide to a deeper understanding of land reuse in an established, highly developed neighborhood. Individual action has been reconstructed and observed in an effort to establish an orderly procedure which will enable one to probe more deeply into the effect of the individual's action on land use patterns.

A neighborhood is a summation of all of the individual land uses within established and limited boundaries. If an understanding of individual transactions is to be of value, they must be presented in a fashion capable of being related to other neighborhoods. Neighborhoods developed under typical land use controls rarely achieve the highest peak of economic efficiency. Lack of efficient and coordinated routes for vehicular and pedestrian traffic result not only

in the loss of neighborhood amenities, but affect the efficiency and amenities of the entire city as well. Despite the individual characteristics cloaking each neighborhood, there exists a plurality of very common cause and effect situations which affect land use patterns and make the study of one or a few neighborhoods valuable in the understanding of all neighborhoods.

CHAPTER NINE

SUMMARY AND CONCLUSIONS

Summary

Traditionally urban studies have centered about the process of expanding urban growth. As a result there is a lack of understanding about land reuse problems and land use change procedures in established, highly developed neighborhoods. This dissertation has been directed toward a deeper probe of these problems and procedures. Recent economic and social pressures have accelerated the normally slow process of land use change in the campus perimeter neighborhood, making it an ideal pilot model neighborhood in which to develop an orderly approach to a deeper understanding of land reuse problems and procedures in the established, highly developed neighborhood.

The approach was divided into 2 steps. Step One utilized traditional techniques and related field research to gain general knowledge of the characteristics of the campus perimeter neighborhoods. It was found that despite the individualistic character of each neighborhood, a plurality of common problems affecting land use change patterns was found to exist.

The sudden surge in campus activity and the resultant pressure for land use change on both the campus and its campus perimeter neighborhood highlight these problems. One must recognize the extent of the distortion caused to the economic order of land use by the social and political problems existing between the university and the community so that he might isolate them from a more basic economic problem--one involving land use change on a large scale in the well established, highly developed neighborhood consisting of a large number of small parcels held by a multitude of individual owners.

The Technique, Step One was designed as a standard research program for the recognition and recording of common social and political problems which affect land use change patterns on the campus perimeter neighborhoods. It was found that these problems stem largely from a lack of co-ordination resulting from the inability of the university to communicate adequately with the local political body and the local populace.

Common to each campus perimeter is the community effort to control the type, quantity, and quality of land use. The program is usually an integral part of the city's comprehensive plan. Most frequently efforts for effective land use control have failed, or have been only partially successful. A lack of effective university participation has often been one of the causes of the weakness of campus perimeter land use control.

A fixed pattern of events has been observed as a university becomes landlocked and pressures increase for it to continue to develop in spite of its landlocked situation. Land use change occurs first on the campus and then on the campus perimeter neighborhood. The pressure for such change is directly related to the population growth and the state of its urban areas, to the population density per area unit, and to the attitude of the state legislature on the standards for student requirements for enrollment.

Population expansion and the resultant population density per unit area has been greater in some states and urban areas than in others. Thus, the problems created between the university and its community as a result of the needs and desires to change the land use patterns on the campus perimter are in various stages of advancement. Some university communities are well into an understanding and solution of their dilemma while others are just beginning to sense that such a dilemma exists.

That the same pattern of errors exists from university community to university community suggests that there is a lack of comprehensive communications even between universities. Problems which have been encountered and overcome by one university community are the same ones blindly encountered and muddled through at a later date by another university community just as though such problems were unique to its own university community. One example of this has been the problems encountered in the use of Title I, Section 112, of

the urban renewal program.

There is strong evidence that an understanding of the plurality of common problems existing between the university and its community can help one better understand the general direction and extent of land use change on the campus perimeter neighborhood.

From an understanding of the general problems existing between the university and its community, predictions can be made about common pressures for land use change on the campus perimeters, e.g., student demands on inadequate housing and services result in conversion of existing facilities which leads to, or serves as, a transitional carrier until a higher and better use is introduced.

But, the uncertainty resulting from the multitudes of individual land ownerships prevents the pinpointing of specific properties which will undergo major land use changes. For major land reuse programs in the established, highly developed neighborhood to occur, the reassembling of small parcels of land into the economically useable tracts demanded by a changing economic and social climate is required. Reassembling is done quietly and often surreptitiously. Culmination of the activity is noted suddenly as the demolition of old improvements and the construction of new ones.

Reassembling broken tracts is an art little understood even among professional real estate people. A "status quo" position for land use is favored by the average person over

change, because it is the path of least resistance. Therefore, one does not look to the average person when analyzing a neighborhood for pending land use change patterns. He must, however, devise a method which will permit him to recognize those active individuals who wish to effect land use change from those passive individuals who will not initiate change.

It is the practice of these active individuals which creates major land use changes in the established, highly developed neighborhoods; that aborts comprehensive land use planning and zoning practices; that alters the land value structure of established neighborhoods. Because of the recent and well-defined change in the economic and social climate of the campus neighborhoods, this type of land use change activity has been strong there, presenting an unusual opportunity to explore this little understood land use change activity.

People are reluctant to discuss the intimate terms of, or the reasons for, their financial maneuvers. They fear competition; they fear taxing authorities; and frequently they are unsure themselves of the reasons or full significance of their actions involving real estate transactions. The purpose of Step Two was to develop an orderly economic approach, using the University of Florida campus perimeter as a pilot model, to a better understanding of the individual's part in land use change procedures. It is anticipated, however, that the approach will be applicable to any neighborhood in any

city, and that it will serve as a basis for a better understanding of the pressures which reshape cities. Technique, Step Two is based upon the hypothesis that an analysis of the public recordings of legal documents involving land transactions may be used as a source of economic indicators through which a relatively rapid and extensive understanding of the basic neighborhood forming factors may be obtained. This in turn would serve as a basis for a better understanding of the continual structural change taking place in today's cities.

Each final legal action involving a property transaction must be represented by a legal instrument or document. These are required by law to be made a part of the public record. Related documents are often made a part of the public record as a matter of self-preservation. Properly interpreted, these recorded instruments reveal the underlying pattern of land use and land value changes.

A "data bank" has been constructed by storing in an orderly array, by date and subdivision, those data concerning the land transactions in the pilot model area during the period January, 1950, through June, 1966. Application of the techniques suggested in the general text for developing an understanding of a neighborhood via the public records resulted in a fuller understanding of the pilot model neighborhood. The understanding was expressed verbally and

cartographically; predictions and recommendations were presented for the pilot model neighborhood.

Conclusions

Understanding in itself is valuable. However, usefulness is best measured by the extent to which a concept can be beneficially assimilated into the existing framework.

Technique, Step One, utilized the insights gained from field research as an aid in separating from the broader body of laws and theory relating to the community as a whole, those portions most applicable to the university and its campus perimeter neighborhood. Isolated in this manner, one can more readily comprehend the role which the existing body of laws and theories play in the economic and social relationship of any university and its campus perimeter neighborhood.

That strained relationships have existed between the university and its campus perimeter neighborhood has been recognized almost from the inception of their relationship. Little effort, however, has been made to fully comprehend the cause and effect of such a poor relationship. Occasionally an academic leader has voiced a concern about the situation and halfheartedly placed a part of the cause at the feet of the institution, and all too frequently one can hear the public loudly denounce those in the "ivory tower." Complaints and accusations offer little help to the understanding of the situation.

Step One presents a thoughtful and detached overview of the university and its campus perimeter neighborhood. A finger is pointed at the rough spots of irritation. It is quite evident that a pattern exists in the plurality of common problems, needs, and desires among the university and its campus perimeter community. The primary cause of conflict is the lack of coordination resulting from the inability of the university personnel to properly communicate with the local political body and the local populace. While fault lies on both sides, it is the university which is most adequately equipped to correct the situation. The material presented in Step One is well suited to improve the existing framework in which the university and its campus perimeter neighborhood currently operate. More ideal land use change patterns will be forthcoming for those universities and campus perimeter neighborhoods which will recognize and benefit from the pattern of plurality of common problems which have been outlined.

Technique, Step Two was more narrowly conceived, but is nevertheless just as important to the understanding of land use change patterns in the established, highly developed neighborhood. Understanding proceeds here from the specific to the general, i.e., from the individual parcel and its owner to the neighborhood as a whole. It is for this reason that a greater variety of persons or interests may benefit from the technique.

The speculator may use the information arrayed in the data bank--perhaps one constructed specifically to reveal these data of most interest to him--to locate specific properties which would be profitable for him to develop. The university might use it to isolate those isolated pockets of frequent ownership transfers coupled with declining square foot prices which might be reasonably negotiated for, or present the least amount of resistance to an urban renewal program. Analysis of the simple data bank presented in the Appendix suggests that a portion of the pilot model neighborhood should be considered for an urban renewal project.

Perhpas the greatest benefit of such a technique would accrue to the urban planner. A qualified planner may well adapt his ideal concepts into a somewhat less than ideal plan which will be generally accepted by the community. The continued success, however, of his plan hinges on a status quo situation, or a slow and predictable land use change demand. Seldom are such ideal conditions confronted by the planner. Large quick profits are rarely realized when change is slow and predictable. When the supply of properly zoned land of ample size is readily available to meet all demands, there is little need for the planner to fear pressure being exerted for variance from the existing plan. Such conditions may exist in a small community with a large incorporated area. They are seldom found, however, in the established, highly developed neighborhood.

Here, the opportunities are limited by the availability of adequately sized parcels of land. Profitable change in an established neighborhood is often conceived in the mind of a developer-promotor as a capital enterprise which could be supported by some neighborhood or area characteristic. In an established, highly developed neighborhood, land must be assembled for any but a small development. This is done quietly and at times surreptitiously. Only when everything else is secured does the question of zoning or land use control enter the picture. At this point his economic motive has become strong enough to cause him to bring political pressure to bear for zoning variance.

At this advanced stage, the urban planner is already on the road to defeat. To hold his position, the urban planner needed to be aware of the development plan at an earlier stage. Knowledge of the idea conception stage would be impossible, but knowledge of a land assembly program at a very early stage is within his reach if a data bank such as developed in this dissertation were at his disposal. Preferably the data bank would be a more sophisticated one, e.g., a computer program. At an early stage, the urban planner would not face an advocate driven by such an extensive economic motive.

Currently, the urban planning department of the pilot model area has begun to develop a data bank of names, dates, and request of all persons requesting a zoning change or

variance. This was begun as a result of some of the earlier research probes of this dissertation. Such a data bank has some limited use in that it may stiffen the resistance of the current plan commissioners if they are aware that such variance has been sought each time a change in commissioners occurred. However, it is not as effective as if preventive measures had been taken as soon as land assembly had begun. Numerous other beneficial aids would accrue to the urban planner through the development and use of a program such as suggested in Technique, Step Two.

BIBLIOGRAPHY

1. Rodwin, Lloyd and Lynch, K. "A Theory of Urban Form," Journal of the American Institute of Planners, Fall, 1958.

2. Guttenburg, A. Z. "Urban Structure and Urban Growth," Journal of the American Institute of Planners, May, 1960.

3. Hansen, W. G. "How Accessibility Shapes Land Use," Journal of the American Institute of Planners, Spring, 1959.

4. Chapin, F. Stuart. Land Development Patterns in the Piedmont Industrial Crescent, Institute for Research in Social Science, University of North Carolina, 1960.

5. Harris, C. D. and Ullman, E. L. "The Nature of Cities," The Annals of the American Academy of Political and Social Sciences, November, 1945.

6. Hoyt, Homer. The Structure and Growth of Residential Neighborhoods in American Cities, Federal Housing Administration, 1939.

7. Firey, Walter. "Land Use in Central Boston," American Journal of Sociology, LIV, No. 3, November, 1948, 228-234.

8. Rodwin, Lloyd. "The Theory of Residential Growth and Structure," The Appraisal Journal, July, 1950, pp. 295-317.

9. Hoyt, Homer. "Residential Sectors Revisited," The Appraisal Journal, October, 1950, pp. 445-450.

10. San Diego State College Area Plan. San Diego City Planning Department, Precise Planning Section, March, 1965.

11. Olle, James A. and Herr, William N. A Plan for a Campus on the Charmany-Rieder Site for the University of Wisconsin, an unpublished report filed in the library of the Department of Urban and Regional Planning, University of Wisconsin, 1964.

12. Griesbaum, John Joseph. A Case for Faculty Housing at the University of Wisconsin--Milwaukee, M. S. Thesis, University of Wisconsin, 1963.

13. Hodges, Allen A. A Summary of Pertinent Statements Received From a University Housing Questionnaire, City Planning Commission, Columbus, Ohio, February, 1963.

14. Murphy, E. Raymond and Vance, J. E., Jr. Economic Geographer, XXX, July, 1954, 189-222.

15. American Council on Education. The University, The City, and Urban Renewal, Washington, D. C., 1964.

16. Babcock, Richard F. The Zoning Game: Municipal Practices and Policies, Madison, Milwaukee, and London: The University of Wisconsin Press, 1966.

17. Delafons, John. Land Use Controls in the United States, Cambridge, Mass., 1962.

18. Creamer, George L. The Social Paradox of Zoning and Land Controls in an Expanding Urban Economy, 39 "Dicta," 1962, 269, 290.

19. Ratcliff, Richard. Real Estate Analysis, New York: McGraw Hill, 1961.

20. Williams, Norman. Development Controls and Planning Controls--The View from 1964, Proceedings of the 1964 Annual Conference, American Institute of Planners.

21. Kansas, City of Lawrence. Zoning Ordinance for the City of Lawrence, Kansas: Ordinance No. 3500, Lawrence Daily World, April 27, 1966.

22. Babcock, Richard F. The Chaos of Zoning Administration, Zoning Digest, XII, 1960, 1.

23. Wisconsin, University of. Student Residence Location Study 1965-1966: Madison Campus, Department of Planning and Construction, June, 1966.

24. Wisconsin, City of Madison. Campus Next Door, City Planning Department, Madison, Wisconsin, January, 1966.

25. _____. Neighborhood Planning, Report Number 2, January, 1966.

26. _____. The Near West Neighborhood, October, 1966.

27. Wisconsin, University of. U. W. Acquisition Area Boundary, Department of Planning and Construction map, December 22, 1964.

28. _____. Expansion Area Land Acquisition Map, Department of Planning and Construction, August, 1966.

29. _____. Parking Problem, Department of Planning and Construction, 1966.

30. Ohio State University. Campus Planning Study: Phase II, Columbus, Ohio, November, 1966.

31. _____. Campus Planning Bulletin No. 9, Office of Campus Planning, November, 1961.

32. Ohio, City of Columbus. University District: Proposed Land Use Map No. 3, Department of City Planning, March 7, 1966.

33. _____. University District: Existing Land Use Map No. 1, Department of City Planning, November 11, 1960.

34. Ohio State University. Land Acquisition Plan, Maps 2, 3, 4, and 5/5, May 12, 1966.

35. Ohio, City of Columbus. Interim Thorofare [sic] Plan, Department of City Planning, April, 1966.

36. _____. Preliminary Recommendations for the Development of the: University District, Department of City Planning, March 12, 1964.

37. Kansas, City of Lawrence. Zoning Ordinance for the City of Lawrence, Kansas: Ordinance No. 3500, Lawrence Daily Journal World, April 27, 1966.

38. _____. Guide for Growth: Comprehensive Plan, 1964.

39. Kansas, University of. K U Today, September 12, 1964.

40. Missouri, City of Columbia. Columbia Today: Part 1, Columbia, Missouri Guideplan Phase 1, March, 1966.

41. Kansas, City of Emporia. Transportation Study: Emporia, Kansas, April, 1966.

42. _____. Emporia, Kansas Comprehensive Plan--1964, June, 1966.

43. The Credit Bulletin, Credit Bureau of Gainesville, Inc., 35 N. Main Street, Gainesville, Florida (Warranty Deeds Listing).

44. Spetz, Dennis L. Memorandum Folio, "The Campus Fringe: A Research Frontier," Southeastern Division Association of American Geographers, Lexington, Kentucky, November 23-24, 1964, XVI, 109-113.

45. Lusk, Harold F. Law of the Real Estate Business, Richard D. Irwin, Inc., 1958, p. 99.

46. Adkins, J. C., Jr. Florida Real Estate Law and Procedure: Forms, Atlanta, Georgia: Harrison Company, I, 1959, 219.

APPENDIX

TABLE 2
DATA BANK: ZONE "A" SUBDIVISIONS
UNIVERSITY OF FLORIDA CAMPUS PERIMETER LAND OWNERSHIP
CHANGE ANALYSIS JANUARY, 1950- JULY, 1966

Tax Acc. Number*	Date of Sale	Book & Page**	Sale Price	Sq.Ft. of Land Area	Cost per Sq.Ft.	Grantor	Grantee
			Athletic Field Addition				
15087	5-51	D286-302	$ 1,000	11,600	$0.08	Hill	Hardee
15078	8-59	OR 67-167	12,500	11,250	1.11	Beaty	Williams
15078	9-62	OR203-167	10,600	11,250	0.94	Williams	Thompson

Reference: Eaton and Dunns Athletic Field Addition to City of Gainesville, Florida, being a part of Lots 17 and 18 in N 1/2 of Sec. 6, Tp. 10 S, R 20 E, filed December 10, 1921, in Plat Book "A," page 130.

*Cartographic representation of each parcel may be had by referring to an Alachua County, Florida, tax map or a Gainesville City tax map, 1966. Legal descriptions may be found in the Deed or Official Records Book at the page indicated.

**Prior to 1958 all Alachua County deed transactions were filed by themselves in a Deed Book. In subsequent years, all instruments pertaining to land transactions were filed in the Official Records Books. As listed here, the book number is first and the page number last.

TABLE 2 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			B. W. Brown Plat: Block 6				
15201&2	6-50	D277-123	$ 9,500	26,250	$0.36	Moon	McVay
15203	7-51	D288-395	18,000	9,712	1.85	Haufler	Campbell
15203	11-53	D313-99	19,400	9,712	1.99	Campbell	Lippincott
15199	10-61	OR157-342	14,000	21,875	0.64	Senn	Kelley
15202	10-61	OR165-251	10,000	16,362	0.61	Graham	Byrd
15202	4-62	OR182-441	11,000	16,362	0.67	D. Byrd	Harrison
15204	12-62	OR208-383	20,000	13,125	1.52	Morgan	Whittington
15198	5-63	OR229-628	3,500	5,650	0.61	Parker, et al.	Kelley

Reference: Map of Lands of B. W. Brown in Eastern part of NE 1/4, Sec. 6, T 10 S, of R 20 E, Alachua County, Florida, February, 1886, Map Book "A," page 29.

			College Court				
15163	9-55	D338-308	$14,800	9,750	$1.51	Backen	Davis
15166	11-59	OR 75-323	13,600	16,900	0.80	Heath	Cannon
15166	1-65	OR306-497	171,700	16,900	10.15	Cannon	Heath

Reference: College Court, the same being a subdivision of Lot 7 of Voyle's survey of North 1/4 of Sec. 6, Tp. 10 S, R 20 E, filed September 23, 1922, in Plat Book "A," page 134.

			College Park				
15017	2-51	D283-491	$11,500	8,640	$1.33	Evert	Kraushear
15029	7-52	D299-101	7,500	5,000	1.50	Chestnut	Sanders
15046	10-53	D313-39	7,000	13,284	0.52	H. Haynes	C. Thomas
14987	5-54	D321-454	16,000	21,600	0.74	Dupree	Alpha Eta
15020	7-54	D321-470	6,000	10,800	0.55	Allen	Sanders

TABLE 2 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq.Ft.	Grantor	Grantee
			College Park (Continued)				
15014	12-54	D326-121	$11,500	10,800	$1.06	Bent	Peterson
15011	1-55	D329-41	12,500	10,800	1.15	Kelley	D. Byrd
15015	9-55	D338-314	16,000	6,616	2.41	Jones	Canatore
ptl5013	9-55	D338-350	7,800	16,200	0.48	Thomas Estate	F. Thomas
15042-1	2-56	D343-351	25,000	6,642	3.76	D. Byrd	Jernigan
	2-56	D348-442	22,000	6,642	3.31	D. Byrd	Flanegan
	6-57	D366-444	20,000	5,200	3.84	Bryan	Leighty
15013	8-58	OR 23-105	50,000	43,200	1.15	F. Thomas	Hurley-C. Diocese
ptl5017	2-58	OR 47-318	10,000	5,600	1.78	Reeves	Hurley-C. Diocese
ptl5017	3-58	OR 47-140	18,000	8,640	2.08	Fogle	Hurley-C. Diocese
15016	4-58	OR 50-624	12,000	5,400	2.22	Voyles	Hurley-C. Diocese
15011	4-58	OR 54-142	15,600	10,800	1.44	D. Byrd	B. Byrd
14984	5-58	OR 56-658	84,000	8,100	1.06	Weaver	Smysor
15005	9-58	OR 69-113	85,000	5,400	1.57	Kirkpatrick	Green
ptl4970	5-60	OR 98-365	14,500	4,300	3.35	Brown	Kallman
14984	7-60	OR104-177	18,500	8,100	2.28	Smysor	Lutheran Church
15009	7-60	OR107-136	7,000	5,400	1.29	Quade	Strawn
14999	7-60	OR149-79	9,000	10,800	0.83	Arnow	Eton
15041	2-62	OR175-511	9,700	6,642	1.46	Williams	Stubbs
15022	7-48	OR192-118	5,000	10,800	0.46	Graham	Smysor
ptl5025	8-48	OR197-40	1,650	5,400	0.30		Smysor
ptl4977	9-62	OR199-30	5,250	5,400	0.97	Culpepper	F. Arnold
ptl5025	8-62	OR202-126	8,500	10,800	0.78	Perry	Demetree
ptl4971	9-62	OR202-546	trade	10,800	trade	Hargrave	Smysor
15003&9	5-44	OR202-547	3,300	10,800	0.30	Carlton	Smysor
15007	6-63	OR232-555	20,000	10,800	1.85	Dampier	Scrafford
15035	9-63	OR244-618	24,500	13,284	1.84	Minerd	Neilson
15009	3-64	OR272-295	10,000	5,400	1.85	Strawn	Steadham
14982	5-64	OR276-624	49,000	21,600	2.26	Gamma Theta	Delta Upsilon
14991-1	5-64	OR278-593	21,000	7,700	2.72	Peele	Smith
15019	5-64	OR287-369	15,000	5,400	2.77	Adams	Fla. Book Store
15018-1	8-64	OR287-370	18,000	5,400	3.35	Kirkland	Fla. Book Store
15002	7-64	OR287-502	7,000	5,400	1.29	J.W.Richardson	Hammon (College,Inn)
15001&3	7-64	OR287-504	14,000	10,800	1.29	J.W.Richardson	Hammon (College,Inn)
149998	8-64	OR288-10	16,000	10,800	1.48	Harris	Davis, Inc.

TABLE 2 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			College Park (Continued)				
15000	5-44	OR289-573	$ 3,300	10,800	$0.30	Carlton	Smysor
15009	8-64-	OR299-313	10,500	5,400	1.94	Steadham	Johnston
15045	11-64	OR301-352	17,500	6,642	2.63	Williams, et al.	Boerner
15018-1	11-64	OR301-384	32,000	10,800	2.96	Kirkland	Kallman
15022,4&5	1-65	OR307-490	96,700	21,600	4.47	Demetree	West Holmes, Inc.
14998-1	3-65	OR317-366	14,000	5,400	2.59	Douglas	Roby
15004&5	3-65	OR319-511	22,000	10,800	2.03	Green	Kirkpatrick
15014	7-65	OR320-216	43,900	10,800	4.06	Peterson	Rite Investment, Co.
15017-1	7-65	OR330-218	20,000	5,200	3.84	Leighty	Rite Investment, Co.
1505O	1-66	OR365-140	18,200	6,642	2.74	Dampier	Henderson
15049	2-66	OR365-141	8,000	6,642	1.20	F. Arnold	Henderson
15042	2-66	OR365-241	3,500	6,642	0.52	W. Johnston	Lower
15051	2-66	OR365-242	16,500	6,642	2.48	E. Johnston	Lower

Reference: College Park, Gainesville, Fla., of University of Florida Grounds, filed April 8, 1907, in Plat Book "A," page 9.

			Green's Replat of Block "B" J. F. Hill's Subdivision				
15062	12-54	D328-88	$ 10,500	11,340	$0.92	Maynard	French
15065	5-55	D334-359	11,000	10,368	1.06	McCall	Gordon
15068	7-55	D335-423	13,700	7,560	1.81	Raines	Simmons
15058	7-55	D335-453	10,800	10,080	1.07	Coleman	Hentges
15056	8-55	D337-215	13,500	7,920	1.70	Moshier	Riemer
15065	7-57	D348-185	14,000	10,368	1.35	Gilbert	Blanford
15062	7-57	D366-460	13,000	11,340	1.14	French	Nolan
15065	6-59	OR 64-284	14,800	10,368	1.42	Gordon	Dunkle
	3-60	OR 90-7	16,500	10,368	1.59	Blanford	Fiore
15067	8-61	OR150-479	14,000	7,560	1.85	Limper	Elitch
15068	1-63	OR215-496	15,200	7,560	2.01	Simmons	Barlow
15066	1-63	OR223-242	15,000	10,368	1.44	Zipper	Zipper

Reference: Block "B," J. F. Hill's Subdivision, as recorded in Plat Book "C," page 67 of the public records of Alachua County, Florida, filed January 10, 1946.

TABLE 2 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			J. F. Hill's Subdivision				
15070	12-54	D275-429	$ 23,000	20,000	$1.15	Tankersley	H. Haynes
15072-1	10-55	D339-181	8,500	10,780	0.78	Carr	Lee
15074	2-55	D344-243	8,000	24,360	0.32	H. Haynes	F. Thomas
15074	2-59	OR 45-367	31,360	24,360	1.28	F. Thomas	C. Thomas
15070	2-61	OR134-36	25,000	20,000	1.25	H. Haynes	Fla.Tile & Roof Co.
15070	6-62	OR187-668	79,500	20,000	3.79	Fla.Tile,Roof	Row
15053	7-63	OR238-298	22,500	22,870	0.98	Duncan	Mathews
15055	7-63	OR243-54	20,500	16,296	1.25	Greene	Mathews
15054	8-63	OR244-153	15,500	9,750	1.58	Solley	Mathews
15069	1-65	OR312-375	15,000	16,800	0.89	Streit, et al.	Chafin

Reference: Being Lots 19 and 20 of Voyle's survey of the North 1/2 of Sec. 6, T 10 S, R 20 E, except one acre in the SW corner of Lot 19, filed May 13, 1936, in Plat Book "C," page 67.

			J. J. Shannon's Subdivision				
15150	5-60	OR 98-362	$ 14,500	10,872	$1.33	Summers	Brown
15152	6-60	OR101-548	14,000	8,154	1.71	Crabtree	Rich
15145	11-63	OR254-454	11,000	4,500	2.44	Battista	Marshall
15147	1-65	OR308-504	16,500	6,750	2.44	McCuller	Bodie

Reference: J. J. Shannon's Subdivision of West part of Lot 8, Voyle's survey in N 1/2, Sec. 6, 10-20, as recorded in Deed Book "P," page 500, Alachua County and filed in Plat Book "C," page 57 on January 30, 1933.

TABLE 2 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			Leonard's Plat				
14937	3-50	D275-350	$ 5,000	9,225	$0.54	Stringfellow	Stringfellow
14939-1	5-50	D275-352	5,500	9,225	0.59	Stringfellow	Stringfellow
14946	7-50	D277-53	1,500	7,914	0.18	Ledbetter	Hendricks
14948	7-50	D277-471	6,000	5,775	1.03	Blysh	Bailey
14939-1	6-51	D288-23	10,000	9,225	1.08	Stringfellow	Penny
14936	3-55	D332-17	10,000	46,353	0.21	Stringfellow	Henderson
14944	5-59	OR 50-614	10,700	9,184	1.16	Ludwig	Whitlock
14935	4-61	OR136-376	13,000	8,500	1.52	Stringfellow	Penny
14927	9-61	OR157-296	25,000	47,368	0.52	Stringfellow	Primo
14927	10-61	OR158-583	25,000	47,368	0.52	Primo	Hurley-C. Diocese
14939-1	11-61	OR162-562	12,000	18,525	0.64	Penny	Halkites
14957	3-62	OR179-95	5,400	19,604	0.27	Timmons	Scafford
14936	4-62	OR181-388	21,000	46,358	0.45	Henderson	C. Thomas
14942	7-62	OR191-572	12,500	18,368	0.68	Shea	Sanders
14926-1	1-63	OR225-111	37,500	21,352	1.75	Stringfellow	Campus Lands, Inc.
14930	5-63	OR230-98	12,500	12,960	0.96	Miners	Lutheran Church
14953	4-64	OR275-360	13,300	12,675	1.04	Waters	Scafford
14933	6-64	OR284-392	27,100	15,300	1.77	Stringfellow	Hodge
14932	6-64	OR284-396	22,500	10,353	2.17	Stringfellow	Hodge
14941	9-65	OR319-350	12,000	10,692	1.12	Durbin, et al.	Scafford
14955	6-65	OR331-13	9,000	6,337	1.42	Moraites	Reber
14935-1	7-65	OR334-389	7,500	9,350	0.80	Stringfellow	Stringfellow
14954	9-65	OR341-158	20,000	12,515	1.59	Reber	Newsome
14952	12-65	OR358-437	11,500	6,244	1.84	Beckenbach	Samuels
14954	12-65	OR358-439	28,000	12,515	2.23	Newsome	Samuels

Reference: Lots 21, 22 and 55 of the subdivisionoof the N 1/2 of Sec. 6, Tp. 10 S, R 20 E, filed for record January 14, 1895, and recorded February 13, 1895, in Plat Book "A," page 44.

TABLE 2 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			T. L. Roux Subdivision				
14901	4-50	D280-149	$ 9,800	12,259	$0.79	C. of Christ	College C. of Christ
ptl4904	10-50	D313-56	7,800	2,700	2.88	Std.Fert. Co.	Rice
14902	9-57	D369-49	35,000	9,491	3.68	Mossback	Roby
14893	11-59	OR 74-42	53,000	10,450	5.07	Powell, et al.	Newberry
14892	4-62	OR181-195	17,600	3,202	5.49	Monk, et al.	G'ville Properties
14899	4-63	OR228-520	20,000	4,987	4.01	Haile	Lois P. Niles
14899	5-64	OR278-111	30,000	9,640	3.11	Jefferson	Lois P. Niles
14902	7-64	OR287-442	54,000	9,941	5.68	Roby	Lois P. Niles

Reference: The T. L. Roux Subdivision of Lot 8 of B. W. Brown's Addition to Gainesville, Florida, in SE 1/4 of NE 1/4 of Sec. 6, Tp. 10 S, R 20 E. Filed in the public records November 25, 1922, Map Book "A," page 155.

			Orr's Subdivision				
14919	10-50	D280-154	$ 9,800	6,960	$1.40	C. of Christ	St. Board of Ed.
14910	10-50	D280-407	15,300	11,250	1.36	Theta Chi	St. Board of Ed.
ptl4911	9-51	D290-42	21,000	15,000	1.40	Collins	Kelley
14919	10-62	OR205-512	12,000	6,960	1.72	Dampier, et al.	Univ. Christian Center
	7-63	OR239-323	20,000	6,960	2.87	Cragin	Cragin

Reference: Plat of Orr's Subdivision of Block 7 of B. W. Brown's Plat in Sec. 6, Tp. 10, R 20, Gainesville, Florida. Filed and recorded in Plat Book "A" page 76, July 10, 1907, Map Book "A," page 76.

TABLE 2 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			Porter Lands and Plat No. 2 O. A. Porter Lands				
14838	1-50	D271-98	$ 8,500	7,121	$1.19	Adkins	Hoffman
14838	10-50	D281-17	8,000	7,121	1.12	Hoffman	Peters
14842	6-50	D281-212	6,500	4,914	1.32	Millett	Austin
pt14890	5-54	D320-119	17,500	8,541	2.04	Harn	St. Board of Ed.
pt14890	5-54	D320-121	17,500	8,541	2.04	Graham	St. Board of Ed.
14860	1-56	D343-30	3,500	8,541	0.40	H. Haynes	C. Thomas
14875	6-56	D350-179	8,800	13,689	0.64	Storter	C. Thomas
	5-58	OR 12-460	8,250	9,945	0.82	Wakefield	Schropshier
14876	5-59	OR 56-576	11,800	8,541	1.38	Mowry	J. Thomas
14872	6-59	OR 60-417	11,300	8,541	1.32	Wakefield	Mykel
14872	3-62	OR181-411	10,000	8,541	1.17	Mykel	Bollinger
14841	4-64	OR271-312	75,000	17,077	4.39	Boyd	Hudgins
14832-1	12-65	OR357-87	12,500	8,437	1.48	Allen	Shea
14831	1-66	OR362-180	35,000	7,087	4.93	Leggett	W. Bishop
14832	1-66	OR362-182	13,200	8,437	1.56	Allen	W. Bishop
	3-66	OR372-177	4,500	8,541	0.52	Gordy	Gordy

Reference: Map of lands of Mrs. O. A. Porter in Eastern part of NE 1/4 Sec. 6, Tp. 10, R 20, Alachua County, Florida. This Plat shows a survey and subdivision of Block 5 and South 1/2 of Block 6 according to a Plat of the record at page 29, Plat Book "A" of the public records of Alachua County, Florida, filed September 26, 1904.

Plat No. 2 of land of O. A. Porter comprising Lots 37 to 72 inclusive, being a resurvey and subdivision of the E 1/2 of Lot One situated in SE 1/4 of NE 1/4 of Sec. 6, Tp. 10 S, R 20 E, according to a plat of record at page 4 of Deed Book 1 of the public records of Alachua County, Florida, filed and recorded March 19, 1905.

TABLE 2 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			Ray's Subdivision				
15155	6-58	OR 16-256	$11,000	5,500	$2.00	Whiteman	Hancock
15153	11-59	OR 74-305	43,000	25,773	1.66	1stFed. S & L	Cannon
15159	2-60	OR 86-132	16,000	10,450	1.53	Hook	Feiber
15153	1-61	OR127-426	45,000	25,773	1.74	Cannon	Stephens
15155	10-64	OR296-394	12,500	5,500	2.27	Hancock	Loos

Reference: Ray's Subdivision of East part of Lot 8, Voyle's survey, Gainesville, Florida, Alachua County, as recorded in Deed Book "J," page 4 and filed in Plat Book "C," page 51 on November 28, 1928.

			Washington Heights*				
14967	9-50	D279-92	$10,500	5,130	$2.04	Barber	H. Haynes
14961	5-62	OR229-128	4,500	4,000	1.12	Minerd	Fla. Tile & Roof, Co.
14962	5-62	OR229-283	15,000	16,500	0.90	Stringfellow	Fla. Tile & Roof, Co.
14960-1	12-62	OR210-374	5,000	8,000	0.62	Planty	Nalpak, Inc.
14960-1	12-63	OR256-15	9,300	8,000	1.16	Nalpak,Inc.	Bollinger
14964	12-63	OR261-99	5,000	5,280	0.94	Minerd	Fla. Tile & Roof, Co.
	1-64	OR267-132	10,000	8,000	1.24	Planty	Kaplin
14965	7-64	OR290-593	11,500	5,950	1.93	Killinger	Tri-find, Inc.
	5-65	OR330-563	25,000	8,000	3.12	Kaplan	Gabaldon
	4-66	OR379-80	7,500	8,480	0.88	Peterson	Raborn

Reference: Washington Heights, Goode's Subdivision of N 1/2 of W 1/2 of Lot One of Boyle's Survey of N 1/2 of Sec. 6, Tp.10 S, R 20 E, filed and recorded March 20, 1916, in Plat Book "A," page 115.

*The inconsistency of land transaction dates for this subdivision is atypical. Accurate abstracting of transactions is hampered because the subdivision is described alternately as Washington Heights, and Goode's Subdivision.

TABLE 2 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			University Annex				
15088-2	1-58	OR 1-350	$ 7,500	66,700	$0.11	Greene	Blank
pt15088-1	12-62	OR207-481	18,000	13,860	1.29	English	Horton
pt15088-1	7-63	OR236-390	17,000	13,860	1.26	Horton	Burns
15092	7-63	OR237-69	3,800	9,570	0.39	English	Campus Lands, Inc.
Reference:	North 395 feet of Lots 17 and 18 in N 1/2 of Sec. 6, Tp. 10, R 20 E, filed in Plat Book "B," page 98, April 5, 1926.						
			Westfield Subdivision				
15238-1	3-50	D273-354	$30,000	18,225	$1.64	Whitenten	Wagner
pt14240	5-50	D275-433	1,100	5,400	0.20	McMullen	Clark
15219	12-50	D281-343	8,500	5,400	1.57	Boucher	Greene
15206	6-51	D287-449	5,500	5,400	1.01	Martinez	H. Haynes
15216	8-51	D289-461	7,300	5,850	1.24	Snapp	Knadle
15223	6-52	D298-291	9,700	5,400	1.79	Sims	Allen
15238	10-52	D302-93	16,000	8,208	1.94	Wagner	Wisler
15220	7-55	D335-145	11,300	5,400	2.09	Evers	Blackburn
15221	12-55	D341-454	10,000	5,400	1.85	Moore	Crumrine
15231	1-58	OR 3-416	6,500	5,400	1.20	Merrill	McDonald
15236	3-59	OR 50-162	6,000	4,500	1.33	Gillis	Nixson
15127	6-60	OR103-240	9,500	5,400	1.75	Strait	Goggins
15247-1	1-61	OR124-319	9,000	5,400	1.66	Voyle	Benz
15230	12-61	OR165-607	9,000	5,400	1.66	Peterson	Howard
15245-2	12-62	OR211-149	8,500	5,400	1.48	Stephen	Wallace
15240	1-63	OR215-223	10,000	10,800	0.92	Clark	Hodge
15243	12-62	OR218-262	21,000	16,200	1.29	Carnation	Conaway
15234	5-63	OR230-270	8,800	9,900	0.88	Carter	Gore
15222	6-64	OR280-455	11,200	5,400	2.07	Ostrose	Wright
15239	7-64	OR293-441	21,500	10,800	1.99	Douglas	Hodge

TABLE 2 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft.of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			Westfield Subdivision (Continued)				
15243	5-65	OR326-5	$21,800	16,200	$1.34	Conaway	Mayo (trustee)
15242	8-65	OR337-171	29,100	10,800	2.69	Baer	Mayo (trustee)
15214	9-66	OR243-407	6,000	5,400	1.11	Boardman	Fleming
15245-1	4-66	OR381-25	10,000	5,400	1.85	Russel	Reece
15235-1	5-66	OR385-414	9,500	4,500	2.11	Stroud	Hardison

Reference: Colson and Blanding's Subdivision, SE 1/4 of NE 1/4, Sec. 6, T 10, R 20, as filed March 6, 1905, in Plat Book "A," page 67 (commonly referred to as Westfield Subdivision).

TABLE 3
DATA BANK: ZONE "B" SUBDIVISIONS
UNIVERSITY OF FLORIDA CAMPUS PERIMETER LAND OWNERSHIP
CHANGE ANALYSIS JANUARY, 1950-JULY, 1966

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			Bellah's Subdivision				
14025	7-50	D278-917	$5,200	7,954	$0.65	W. Bishop	Mason
14025	12-50	D282-55	15,000	7,954	1.88	Mason	Hayman
14042	3-51	D284-383	34,400	4,113	8.36	Wallace	Jenkins
14043	3-55	D330-308	35,000	14,679	2.38	Henderson	Shands, et al.
14025	2-56	D344-272	10,800	7,954	1.35	Mason	Haxen
14025	3-56	D346-111	12,500	7,954	1.57	Hazen	Floyd
14025	7-56	D351-428	13,500	7,954	1.69	Floyd	Geisey
14044	3-60	OR 90-115	15,000	13,600	1.10	Bridges	Jenkins
Reference:	West 1/2 of Block 14, Brown's Addition, Sec. 5, T 10 S, R 20 E, Gainesville, Florida, as filed November 23, 1938, in Plat Book "C," page 77.						
			Brown's Addition Block 3				
13612	4-64	OR275-574	$24,000	6,134	$3.91	Lane	Hicks
13612	10-64	OR300-77	24,800	6,134	4.04	Hicks	Central Investment Co.
Reference:	Map of Brown's Addition to town of Gainesville, February 25, 1907, as filed in Plat Book "A," page 64.						

TABLE 3 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			Brown's Addition Block 4				
pt13659	11-56	D356-368	$150,000	121,221	$1.23	G'ville Development Co.	Cofrank, In.
Reference:	Map of Brown's Addition to town of Gainesville, Florida, February 25, 1907, as filed in Plat Book "A," page 64.						
			Brown's Addition Block 11				
13919-1	9-61	OR151-1	$ 5,000	6,615	$0.75	Strachan	Huddleston
13919&-1	5-62	OR181-291	12,000	13,230	0.90	Carnation	Baer
13991	4-57	D334-187	58,000	32,725	1.77	Sigma Phi Epsilon	St. Board of Ed.
13990	8-57	D352-492	131,400	41,325	3.77	Alpha Eta	College Inn, Inc.
13991	4-58	OR 9-190	63,800	32,725	1.94	St.Board of Ed.	College Inn, Inc.
13992	12-59	OR 79-528	70,000	36,575	1.91	Benton	College Inn, Inc.
	12-59	OR 79-532	10,500	5,850	1.79	Benton	College Inn, Inc.
13994	10-65	OR3528485	35,000	13,600	2.57	C. W. Thomas	Thomas Land & Bldg Co.
Reference:	Map of Brown's Addition to town of Gainesville, Florida, February 25, 1907, as filed in Plat Book "A," page 64.						
			Brown's Addition Block 12				
13986	5-55	D333-500	$27,500	13,160	$2.08	Eastham	Gibbs
Reference:	Map of Brown's Addition to town of Gainesville, Florida, February 25, 1907, as filed in Plat Book "A," page 64.						

TABLE 3 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
				Dankin Court			
ptl3994	2-34	DL70-395	$ 2,000	4,125	$0.48	Snell	C. W. Thomas
ptl3994	2-50	D272-344				Thomas, et al.	Thomas Securities
ptl3994	10-53	D313-5				Johnson	C. W. Thomas
ptl3994	6-56	D349-375	10,300	5,310	1.94	Potts(Incompet'nt)	C. W. Thomas
13994	10-65	OR356-485	150,000	74,340	2.01	Thomas	Thomas Land & Bldg.Co.
				Duke's Court			
	2-50	D273-182	$ 5,200	5,670	$1.91	Olson	Patrick
	4-52	D296-380	1,600	11,340	0.14	Stanley	Douglas
14052	10-55	D340-221	9,300	5,670	1.64	Blackwell	Michel
14049	2-55	D343-252	6,300	5,670	1.11	Patrick	Bradshaw
14052	3-58	OR 6-381	9,000	5,670	1.58	Michel	Woodfin
14011	5-59	OR 54-440	14,000	5,670	2.46	Byers	Oras
14052-1	6-59	OR 58-581	12,000	5,670	2.11	Beatrice	Voyles
14052	8-59	OR 66-586	9,900	5,670	1.74	Woodfin	Cox
14051-1	3-60	OR 89-196	7,000	5,670	1.23	Voyles	Parkham
14052	11-61	OR164-397	10,000	5,670	1.76	McKinney-Green	Sikes
14052	11-61	OR166-112	10,000	5,670	1.76	Colson	McKinney-Green
14052	5-61	OR185-454	9,100	5,670	1.50	Woodfin	McLean
14049	2-65	OR312-429	3,500	5,670	0.61	Patrick	Cope

Reference: A replat of the NW 1/4 of Block 13, Brown's Addition as recorded in Plat Book "A," page 125, Alachua County records and further filed and recorded in Plat Book "C," page 73 on February 28, 1938.

Reference: Northwest 1/4 of Block 11, Brown's Addition to Gainesville, Florida, as recorded in Plat Book "A," page 64, less the South 10 feet and further recorded in Plat Book "C," page 91.

TABLE 3 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
				Florida Court			
13651	7-51	D288-102	$ 5,800	5,000	$1.16	Sapp	Dell
13670	9-52	D301-273	6,000	5,252	1.14	T. Thomas	Stroud
13679	5-56	D348-209	7,500	4,750	1.57	Pangborn	Caddock
pt13659	11-56	D356-358	150,000			G'ville Develop.	Cofrank, Inc.
13681	6-57	D365-385	10,800	4,750	2.27	Scudder	Granovsky
13672	9-57	D369-388	12,500	16,222	0.76	Johns	Joanas
13682	11-57	D372-146	9,500	5,000	1.90	Johnston	Roby
13671	12-57	OR 2-12	5,500	4,841	1.13	A. Hayes	G. Hayes
pt13659	9-58	OR 25-521	15,500	5,250	2.20	Shell Oil Co.	F. Cone & Franklin
13628	9-58	OR 29-28	12,000	5,000	2.40	Roby	Nutt
13670	9-59	OR 69-278	14,000	5,252	2.66	Stroud	Bingham
13684-1	11-59	OR 77-414	12,300	5,000	2.46	Sapp	Johnson
pt13659	7-60	OR105-151	55,000			Cone-Franklin	Cofrank, Inc.
13667	8-60	OR110-113				Crowe	Burch
13676	3-61	OR136-190	10,800	5,000	2.16	Baptist Home	Dixon
13661	8-61	OR151-304	45,000	14,250	3.15	Women's Club	Sam Dell, et al.
13676	12-62	OR214-209				Burch	Moore, et al.
13676	3-65	OR319-177	13,000	5,000	2.60	Dixon	Padgett
13671	4-65	OR326-475	6,500	4,841	1.34	Goolsby, et al.	Oliver
13670	1-65	OR351-102	14,000	5,252	2.66	Bingham	Bingham

Reference: Florida Court located in Block 4, Brown's Addition to Gainesville, Florida, as recorded, March 21, 1914 in Plat Book "A," page 110.

TABLE 3 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			Flynn's Subdivision				
13692	6-50	D276-420	$ 6,000	14,000	$0.42	Clem	Fla. Inland Theatres
13696	5-51	D286-396	1,500	14,000	0.10	J. Green	Fla. Inland Theatres
13693-1		D372-352	11,000	5,400	2.03	H. Bishop	Lee
	10-58	OR 31-155	100	150	0.78	H. Bishop	Tench
13693-2	10-59	OR 31-158	25,000	5,420	4.61	H. Bishop	Marr
ptl3690	12-59	OR 31-163	29,000	14,560	1.99	H. Bishop	Graham
13692	5-65	OR331-29	5,000	14,000	0.35	Francon, Inc.	Pinkoson
ptl3688	12-65	OR358-327	14,000	3,444	4.06	Ramos Robinson	Ramos
Reference:	Map of E 1/2 of Lot 5 in Brown's Addition to Gainesville, Florida, being in the NW 1/4 of S 5, T 10 S of R 20 E, County of Alachua, State of Florida, as recorded March 8, 1887, in Plat Book "A," page 22.						
			Hickson's Replat				
13954	1-50	D271-467	$ 7,000	9,500	$0.73	Wicker	Wicker
13935	2-50	D272-448	12,500	4,420	2.82	Canova	Lanham
13933	3-50	D273-89	6,000	4,250	1.41	Thomas	England
13934	3-50	D273-454	6,700	4,250	1.57	Strickland	Johnson
13944-6	5-50	D275-328	6,500	4,462	1.45	Webb	Hayman
13954	7-51	D288-339	11,200	9,500	1.17	Wicker	McRorie
	6-54	D320-291	6,000			Anslow	Anslow
13938	6-55	D334-284	6,300	4,250	1.48	Willis	J. L. Ford
13938	1-58	OR 2-4	8,000	4,250	1.88	Linden	Ellis
ptl3944-6	7-58	OR 19-528	10,000	4,987	2.00	Kirkpatrick	Vego Hair Mfg.
13939	1-60	OR 85-106	5,500	4,420	1.24	Moore	Smith
13936	1-62	OR119-454	7,500	4,420	1.69	Dillard	Owens
13936	10-62	OR205-176	9,000	4,420	2.03	Owens	Crocker
ptl3944-6	5-64	OR281-485	14,000	4,987	2.80	McGriff, et al.	Dillion

TABLE 3 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			Hickson's Replat (Continued)				
13935	10-64	OR297-234	$14,300	4,420	$3.24	Bliss	Jacobus
13935	12-65	OR353-434	15,300	4,420	3.46	Jacobus	Helton
13938	12-65	OR353-436	9,000	4,987	1.80	Jacobus	Helton
Reference:	South 1/2 of Lot 11, Brown's Addition to Gainesville, Florida, as filed in Plat Book "B," page 50 on December 7, 1925.						
			J. M. Fennell's Subdivision				
13643	5-50	D275-246	$ 1,800	4,142	$0.43	Howard	Jones
13657	8-50	D278-332	1,800	3,052	0.58	Howard	Debose
13640	6-57	D361-11	5,500	4,142	1.32	Procter	Procter
13648	10-63	OR251-603	6,000	4,142	1.44	Deen	Jergnigan
Reference:	Plat of J. Morgan Fennell's subdivision of Lots 11, 12, 13, and 14 of Block 3 of Brown's Addition to Gainesville, Florida, as recorded November 22, 1907, in Plat Book "A," page 74.						
			Johnson's Subdivision				
13963	6-51	D288-273	$ 600	5,512	$0.10	Tillman	Cope
Reference:	Plats showing subdivisions of lands of heirs of Peter and Primus Johnson in Gainesville, Alachua County, Florida, as shown in Plats 1, 2, 3, and 4, as filed October, 1919, in Plat Book "A" page 125. Plat No. 4 is in N 1/2 of Block 11 of Brown's Addition to Gainesville, Florida, in NW 1/4, Sec. 5-10-20. Plat No. 2 is part of N 1/4 of W 1/2 of Block 13 of Brown's Addition and has been replatted to Dankin Court. Plat No. 3 is a resurvey of Lots 19 and 24 of O. A. Porter's resurvey of fractional parts of SE 1/4 of NE 1/4, Sec. 6, Tp. 10 S, R 20 E, as recorded in Plat Book "A," page 60. Plat No. 2 is a subdivision of Lots 11 and 12, Spencer Plat of N 1/2, Sec. 6, Tp. 10 S, R 20 E, as recorded in Deed Book "P," page 500.						

TABLE 3 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			Mosley's Subdivision				
13979	11-56	D357-215	$12,000	7,540	$1.59	Sexton, et al.	Smith
13972	4-57	D360-33	5,900	7,540	0.78	Higginbotham	Beville
13977-1	7-59	OR 62-369	5,500	7,540	0.72	Graves, et al.	Brower
13984&1	7-59	OR 69-196	15,900	7,946	2.00	Hathaway	Green
13977-1	11-60	OR 75-517	7,500	7,540	0.99	Brower	Brower
13984&1	3-63	OR214-550	15,900	7,594	2.00	Green-Mar Apts.	McKinney-Green
13977-1	1-63	OR222-67	9,000	7,540	1.19	Brower	Gay
13984&1	7-65	OR332-331	13,000	7,946	1.63	Mc-Kinney-Green	Methodist Church

Reference: Plat of Mosley's (at times spelled Moseley) subdivision of a portion of E 1/2 of Block 12 of Brown's Addition to Gainesville, Florida, as filed April 15, 1915, in Plat Book "A," page 111.

			Shellie Court				
14018	6-52	D298-205	$10,400	6,100	$1.70	Brown	Canova
14019	12-58	OR 41-132	13,500	6,100	2.21	McCollum	Gouldy
14011	5-59	OR 54-441	14,000	11,576	1.20	Byers	Oras
14019	5-59	OR 57-631	14,000	6,100	2.29	Gouldy	Simon
14019	3-60	OR 89-130	14,000	6,100	2.29	Simon	Seaberg
14014	5-61	OR142-438	12,000	5,600	2.14	Thornton	Petru
14017	1-65	OR308-325	26,900	6,100	4.40	Brown	Dock

Reference: A subidivision of the SE 1/4 of Block 14, Brown's Addition to Gainesville, Florida, as filed August 15, 1935, in Plat Book "C," page 61

TABLE 3 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
				Stringfellow Subdivision			
13971	3-56	D346-380	$21,500	6,888	$3.12	Stringfellow	Henderson
	6-60	OR 99-311				Walker-Strickland	Trustees
13968	3-66	OR370-38	125,000	39,650	3.15	H. McKinney	Univ. Bank
Reference:	Plat of W. A. Stringfellow's subdivision of western part of Block 12 of Brown's Addition to Gainesville, Florida, as filed and recorded in November, 1912, in Plat Book "A," page 12.						
				Taylor's Resurvey			
13759	1-50	D271-328	$15,500	10,000	$1.55	Waits	Thompson
	5-59	OR 55-267	12,000	14,600	0.82	Green Turner	Green
Reference:	Taylor's resurvey of W 1/2 of Block 6, Brown's Addition to Gainesville, Florida, Sec. 5, Tp. 10 S, R 20 E, as filed May 29, 1920, in Plat Book "A," page 126.						
				University Terrace			
13998	6-51	D288-131	$10,000	1,000	$1.42	Carnation	Deurloo
13999	2-55	D330-268	20,000	10,500	1.90	Davis	H. Haynes
13996	6-55	D334-127	48,600	28,000	1.73	ShellieMcKinney	Howard Johnson, Inc.
14000	4-56	D347-189	9,700	10,500	0.92	Weaver	Benton
13997	5-56	D349-56	30,000	10,500	2.85	Carnation	Ind. Savings Bank
pt14002	2-60	OR 85-243	12,000	14,750	0.81	Cox	Pound

TABLE 3 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			University Terrace (Continued)				
13996	5-61	OR144-153	$84,000	28,000	$3.00	Howard Johnson, Inc.	Texaco, Inc.
13997	12-61	OR166-336	33,000	10,500	3.14	Ind. Savings Bank	Druash
14005	12-61	OR168-216	12,000	10,080	1.19	Dewey	Knight
Reference:	University Terrace, the E 1/2 of Lot 13 of Brown's Addition to Gainesville, Florida, as recorded on March 20, 1916, and March 20, 1914, in Plat Book "A," pp. 109 and 115.						
			W. L. Hill's Subdivision				
13773	1-65	OR307-109	$ 1,800	7,353	$0.24	Montgomery	Powers
Reference:	W. L. Hill's subdivision of E 1/2 of Block 6, Brown's Addition to Gainesville, Florida, as recorded on March 29, 1905, in Plat Book "A," page 65.						
			W. R. Thomas Subdivision				
13704-2	6-51	D287-218	$ 1,000	1,800	$0.55	Murrill	Weissing
13714	8-55	D337-239	8,300	5,850	1.41	W. Douglas	Johnson
13708	8-55	D341-354	5,700	3,600	1.58	Nalbach	Freeman
13722	4-61	OR138-194	27,000	5,000	5.40	Murray	Fordyce
13716&26	2-62	OR174-440	17,500	12,480	1.40	Evans, et al.	Palmer
pt13722	2-62	OR175-362	31,500	5,000	6.29	Sapp	White
13704-2	9-62	OR199-36	2,300	1,800	1.27	Culpepper	F. Arnold

TABLE 3 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq.Ft.	Grantor	Grantee
			W. R. Thomas Subdivision (Continued)				
13719&24	12-63	OR256-598	$28,000	12,000	$2.33	Dobbins	Capital Enterprises
13179	1-64	OR262-352	33,000	8,000	4.12	Capital Enterprises	Mason
13711&12	3-64	OR270-246	6,500	9,000	0.72	Lamb	Green
13719	5-64	OR284-500	37,000	8,000	4.62	Mason	Lee
13707	6-64	OR288-109	7,000	3,600	1.94	Penrod	Ellis
13708	3-65	OR316-131	3,300	3,600	0.91	Nalbach	McCormick
13708	3-65	OR316-332	4,500	3,600	1.25	McCormick	Layton
13708	6-65	OR329-635	8,000	3,600	2.22	Layton	Shultz Instru., Inc.
13704-1	1-66	OR362-258	2,000	1.800	1.11	F. Arnold	Henderson
13719	5-66	OR383-339	35,700	8,000	4.46	Lindbloom	Prof.Land Dev.,Corp.

Reference: W. R. Thomas subdivision of W 1/2 of Block 5, in Brown's Addition to Gainesville, Florida, in E 1/2 of SW 1/4 of NW 1/4, Sec. 5, Tp. 10, R 20, as filed in 1904 in Plat Book "A," page 63.

TABLE 4
DATA BANK: ZONE "C" SUBDIVISIONS
UNIVERSITY OF FLORIDA CAMPUS PERIMETER LAND OWNERSHIP
CHANGE ANALYSIS JANUARY, 1950-JULY, 1966

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq.Ft.	Grantor	Grantee
			Azalea Terrace				
15535-2	1-50	D270-489	$15,500	18,585	$0.83	F. Cone	Guiteras
ptl5528	4-53	D307-39	700	3,487	0.20	F. Cone	Stevens
ptl5527	4-53	D307-253	2,800	13,950	0.20	Simpson	St. Board of Ed.
ptl5527	4-53	D307-400	21,000	10,462	0.20	F. Cone	St. Board of Ed.

Reference: Description: Commence at the NW corner of Sec. 8-10-20, run south 412.6 feet to P.O.B.;thence east 1061.3 feet; thence south 123 feet; thence west 581 feet to center of branch; thence southwesternly along center of branch to west line Sec. 8-10-20; thence north 443.6 feet to P.O.B. Map filed for recording March 4, 1936, in Plat Book "C," page 64.

			Hickson's Subdivision				
13121	9-51	D278-95	$17,800	5,900	$3.01	Hickson	Smith
13125-1	1-57	D359-299	11,000	5,900	1.86	Miller	Phipps
13125-1	6-62	OR190-306	10,000	5,900	1.69	Phipps	Sarra
13125	6-62	OR190-308	22,500	11,000	2.04	Phipps	Sarra

Reference: Mortgage Book 104, page 10, and Plat Book "A," page 139 as filed and recorded February 16, 1924.

TABLE 4 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			Livingston's Addition				
15523	4-52	D296-490	$ 900	11,100	0.08	Simpson	M. Thomas
15526-2	6-52	D298-118	800	8,580	0.09	McLean	Douglas
15526-2	9-52	D300-435	12,000	8,500	1.41	Douglas	Fries
15526	11-52	D302-351	10,500	8,437	1.24	Douglas	Taylor
15523	12-52	D304-150	9,700	11,100	0.87	Thomas	Cox
15525	12-52	D304-325	11,000	8,400	1.30	Douglas	Waterhouse
15526-2	1-53	D304-420	11,500	8,580	1.34	Fries	Mathis
ptl5509	3-53	D306-406	1,600	7,600	0.21	Bynum	St. Board of Ed.
ptl5509	3-53	D306-410	1,600	7,600	0.21	Whetstone	St. Board of Ed.
15526-4	4-53	D307-251	8,500	7,600	1.11	Hampton	St. Board of Ed.
15526-1	1-54	D315-177	11,300	8,500	1.32	Douglas	Wilkowske
15521	2-54	D116-225	1,900	10,150	0.18	Stubbs	M. Thomas
15526-3	2-54	D316-227	10,000	8,640	1.15	Stubbs	Kalway
ptl5529	11-54	D326-31	13,500	13,220	1.02	Sinnes	Miller
15526	1-57	D359-70	12,900	8,437	1.52	Taylor	Dale
15515	10-58	OR 30-61	18,000	14,580	1.21	Killinger	Greer
ptl5519	3-60	OR 91-423	15,000	7,257	2.06	Wilkowske	Ruelk
15511	6-61	OR144-563	21,900	12,960	1.68	Wood	Shenkles
15524	8-61	OR151-251	13,800	9,652	1.42	Gendron	Chase
15521	9-61	OR157-374	3,800	10,150	3.74	King	Royer
15510	7-62	OR191-606	17,000	16,500	1.03	Kortuturk	Reed
15525	10-63	OR248-579	16,300	8,400	1.94	Scarborough	Davis
15524	5-65	OR325-622	13,500	9,652	1.39	Chase	Smith
15526-2	6-65	OR330-327	14,000	8,580	1.62	Addams	Murrel

Reference: Description: Point of beginning is a point 876.7 feet south of the NW corner of Sec. 8, T 10, R 20 E, and center of branch; from said P.O.B. run south 424.6 feet to a point 30 feet north of center line of S.A.L. Railroad; thence in a northeasterly direction along right of way 1141 feet; thence north 242 feet; thence west 581 feet to center of branch; thence southwesternly along said branch to P.O.B. Located in the city of Gainesville, Florida, Alachua County. The map was filed for recording December 4, 1937, in Plat Book "C," page 70.

TABLE 4 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			O. A. Porter's Addition (Except Lots 1-16)				
13441&2	6-50	D276-461	$42,200	18,000	$2.34	C. Thomas	Cannon
13427	8-51	D289-385				Powell	Williams
13416	9-60	OR110-498	1,200	29,750	0.04	Beville	Cobb
ptl3434	5-61	OR140-392	2,500	7,125	0.35	White	Steadham
13399	1-62	OR153-241	2,000	7,350	0.27	Sapp	Richardson
13428	12-62	OR207-529	6,000	28,420	0.21	Bank of Newberry	LaGrave
13434	9-63	OR246-369	10,000	76,600	0.13	Williams	Automatic Vending, Inc.
ptl3434	9-64	OR281-224	12,500	7,125	1.75	Steadham	Automatic Vending, Inc.
13429-1	4-64	OR288-103	700	2,250	0.31	Kirkpatrick	Automatic Vending, Inc.
13438	3-65	OR317-93	16,600	7,500	2.21	Ridgell	Bekeris
	1-66	OR359-363	15,000	7,500	2.00	Block	Hinkle
	4-66	OR382-223	5,000	8,750	0.57	W.Bishop & La Grave	D. I. Grauer
			University Gardens				
ptl5572	8-53	D311-101	$ 3,300	14,000	$0.23	1st Bond & Mtg.	St. Board of Ed.
ptl5572	8-53	D311-103	3,300	41,338	0.07	1st Bond & Mtg.	St. Board of Ed.
15568-2	3-54	D317-469	2,500	8,450	0.29	St.Fertilizer Co.	Kurtz

Reference: Map of O. A. Porter's Addition to Gainesville, Florida. This map shows the subdivisions of a tract of land situated within the corporate limits of the city of Gainesville, Florida, conveyed to O. A. Porter by W. H. Hoyt and wife by deed dated January 28, 1895, which land is recorded in Deed Book No. 42 at page 277. The map was recorded in Plat Book "A," page 54 on June 11, 1898.

TABLE 4 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			University Gardens (Continued)				
15569-8	3-55	D331-34	$ 7,100	5,750	$1.23	Davis	Smith
pt15569-8	7-55	D352-3	6,600	4,250	1.55	Davis	Lucus
pt15569-10	4-55	D362-200	5,800	5,500	1.05	Davis	Warne
pt15569-10	4-55	D362-202	5,800	4,250	1.36	Davis	Warne
15571-1	7-55	D366-79	5,000	5,808	0.86	Alden	Lott
15567-1	4-59	OR 53-120	25,000	19,200	1.30	Bingham	Morris Trimmer
15569-8	8-61	OR151-579	9,000	5,750	1.56	Smith	Pickels
15569-1	6-61	OR189-347	12,900	12,675	1.01	Packard	Blackburn
15568-6	4-63	OR238-410	4,500	10,100	0.55	Kite	Balyeat

Reference: A subdivision of part of the NW of Sec. 8, Tp. 10 S, R 20 E, in Gainesville, Alachua County, Florida. Map filed for recording on April 5, 1926, in Plat Book "B," page 96.

			University Heights (Blocks 1, 6, and 7 and Lots 10 and 11 of Block 2 and Lots 20-24 of Block 5)				
13162	1-50	D270-454	$10,000	7,250	$1.37	Roberts	Deaton
pt13134	5-50	D275-310	7,400	18,000	0.40	Horn	Latter Day St.
13175	6-50	D276-1	10,000	6,960	1.43	Smith	Reitz
13095	8-50	D277-455	12,000	8,400	1.42	Ingwalson	Adkins
13190	8-50	D278-282	12,000	6,000	2.00	Hope	Beckenbach
13191	8-50	D278-272	12,000	6,000	2.00	Hope	Beckenbach
13063	3-51	D285-142	13,800	6,600	2.09	Jones	Smith
13151	9-51	D290-430	26,100	6,000	4.48	Dustin	Lane
13175	5-52	D298-55	12,200	6,960	1.75	Reitz	Carver
13150	10-51	D296-482	19,000	12,000	1.58	Selle	Jones
13194	7-52	D299-280	12,700	6,000	2.11	Lowry	Reeves

TABLE 4 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq.Ft.	Grantor	Grantee
			University Heights (Continued)				
13196	2-53	D305-345	$16,800	6,000	$2.80	Chambers	Morgan
13097	10-53	D312-427	2,300	6,600	0.34	Schwartz	Crago
13146	12-53	D315-131	4,000	12,000	0.33	Muphree	Argus
13072	4-54	D318-332	10,500	6,000	1.74	Hudson	Simmons
13129	5-54	D320-39	20,000	24,000	0.83	Simpson	St.School Board
13096	8-54	D322-232	10,800	6,480	1.66	Standard Fertilizer Co.	Freeman
13135	10-54	D324-491	20,000	10,656	1.87	B. Haynes	Hughes
13104	6-55	D335-94	16,500	7,656	2.15	Jackson	R. Thomas
13192	8-55	D337-25	10,600	6,000	1.76	Poston	Danahy
13190-1	12-55	D342-104	21,900	12,000	1.82	Beckenbach	Beckenbach
13115	5-56	D348-278	12,000	5,712	2.10	Fla.Nat.Bank	Brill
13170	1-57	D360-476	18,000	29,000	0.62	LeClerc, et al.	LeClerc
ptl3161	3-57	D362-115	15,000	6,000	2.50	Willingham	Mossburg
13168-1	5-57	D365-70	15,000	6,862	2.18	Willingham	Rohan
13192	9-57	D369-380	13,000	6,000	2.16	Danahy	Shear
13102	9-57	D370-29	30,000	7,728	3.88	Hopen	Behac
ptl3161-3	4-57	D370-53	14,500	5,916	2.45	Willingham	Peterson
13161-4	1-57	OR 1-197	15,400	5,916	2.60	Willingham	P. Thomas
13189,92&93	4-58	OR 11-524	7,100	16,656	0.42	G'ville Develop.	Willingham
13189-3	6-58	OR 16-386	15,000	6,000	2.50	Willingham	Yancy
13195	8-58	OR 21-449	13,500	6,000	2.25	Furois	White
13170	8-58	OR 21-454	13,500	6,000	2.50	Reeves	White
13170	8-58	OR 23-84	49,800	29,000	1.71	LeClerc	Principal Development
13161-1	9-58	OR 25-586	15,400	5,916	2.60	Willingham	Strawn
13189	9-58	OR 26-545	15,400	5,328	2.89	Willingham	Martinson
13189-2	3-59	OR 47-610	15,000	5,328	2.81	Willingham	Baxter
	5-59	OR 56-555	15,300	5,328	2.87	Martinson	Wipf
ptl3161-1	6-60	OR 99-306	15,000	5,916	2.53	Evans	Sarra
ptl3078	6-60	OR101-499	19,000	8,725	2.17	Adkins	Dyer
13143-1	8-60	OR120-135	7,500	16,656	0.45	Evans	Bohannon

TABLE 4 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			University Heights (Continued)				
13168-1	4-61	OR138-228	$14,900	6,862	$2.17	Rohan	Smith
pt13078	7-61	OR148-497	18,700	7,500	2.49	Dyer	Tyre
pt13156	7-61	OR150-266	16,000	12,000	1.33	Barkley	L. Arnold
13102	8-61	OR154-171	26,500	7,728	3.42	Reece	McCombe
13071	12-61	OR167-212	11,500	7,200	1.55	Evans	Capella
13180	4-62	OR183-66	12,800	11,280	1.13	W. Parrish	Mayo
13143	4-62	OR183-397	10,000	12,000	0.82	Rutherford	Bohannan
pt13142	7-62	OR194-436	21,500	12,000	1.79	Shultz	Woodbury
13081	11-62	OR208-589	15,000	5,750	2.60	Belknap	Rollins College
13071	5-63	OR229-205	10,900	6,000	1.81	Capello	Campbell
pt13161-3	8-63	OR242-179	18,500	5,916	3.12	Peterson	Lee
13151	4-64	OR279-98	23,000	6,000	3.83	Robin	Jones
13199-1	8-64	OR283-65	33,300*	93,000	0.35	G'ville Develop.	W. Bishop
13199-1	9-64	OR294-153	22,500	31,917	0.77	W. Bishop	Delta Theta House
13189-1	2-65	OR314-354	37,000	23,328	1.58	Williams	Govantes Assoc., Inc.
13143-1	7-65	OR332-276	15,000	16,656	0.90	Bohannon	Woodbury
13076	8-65	OR336-292	18,000	6,000	3.00	Johnson	Myking
13077	7-65	OR335-425	35,000	6,000	5.83	Ramey	Myking
13154	11-65	OR350-29	20,000	6,000	3.33	Rillman	Rabon
13189-1	11-65	OR351-123	32,000	23,328	1.37	Govantes Assoc.	May, et al.
13161-1	11-65	OR353-432	14,500	5,916	2.45	Strawn	Helton
13189	12-65		14,300	5,328	2.68		
13179	2-66	OR367-191	31,000	9,000	3.44	Adams	Mayo
13193	3-66	OR374-218	14,000	6,000	2.33	Bullen	Helton
13097	3-66	OR377-134	5,000	6,600	0.75	Crago	VanDee Corp.
13169-2	4-66	OR380-86	14,000	5,328	2.62	Baxter	Brual
13199	4-66	OR382-221	80,000	61,105	1.30	W. Bishop	Grauer
13138	6-66	OR387-348	40,000	12,710	3.14	Church of Christ	Campus Federal Union

Reference: Mortgage Book 104, page 10, and map of University Heights being a portion of the SW 1/4 of Sec. 5, Tp. 10 S, R 20 E, as filed and recorded in Plat Book "A," page 99.

*Cash paid not representative of actual price paid which amounted to $36,500.

TABLE 4 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			University Place				
			(Except S 1/2 of Block 6, all of Block 7 and Lots 1 and 2 of Block 8)				
13233	1-50	D272-101	$10,000	12,826	$0.77	Getzen	JoAnn Apts.
13259	6-50	D276-418	28,000	6,037	4.63	Royce	Dankert
pt13271	6-50	D277-215	14,000	12,680	1.10	Mixson	Clover
13214	7-50	D277-345	35,000	12,075	2.89	Morton	Philips
13220	3-51	D285-67	12,700	6,037	2.01	Johnson	Sanders
13258	10-51	D290-342	27,000	6,037	4.47	Newbern	Jacobs
13260&-1	8-52	D300-172	15,000	12,075	1.24	McKinney	Smith
pt13293	5-54	D320-86	4,400	6,630	0.66	Std.Fert. Co.	CHI PHI House
pt13293	5-54	D320-88	30,000	12,720	2.35	Gamma XI House	CHI PHI House
13256	6-54	D320-483	6,500	6,037	1.07	Adamson	Harper
13258	6-54	D321-318	29,000	6,037	4.80	Jacobs	Scott
pt13261-1	10-54	D325-91	10,800	8,457	1.27	Ferguson	Vidal
13236	11-54	D326-333	22,000	6,413	3.43	Mickle	Hubner
13261	12-54	D327-18	7,000	6,037	1.15	Smith	Hall
13247	12-54	D327-380	17,500	9,680	1.80	Gamma Iota	Ford
13261-1	12-54	D328-136	6,900	6,037	1.14		Hall
13247	12-54	D328-453	refile			refile	refile
13268	3-55	D330-270	2,200	11,495	0.19	Burritt	Brower
13255	4-55	D332-370	19,100	6,037	3.16	Gardiner	McBee
13265	5-55	D334-55	11,500	16,610	0.69	Waugh	Griffen
13243	7-55	D336-114	17,800	12,826	1.38	O'Neal	Ford
13207	8-55	D337-35	21,000	7,744	2.71	Bigger	Borries
13205	6-57	D365-232	50,000	6,025	8.29	Williams	Temarco Corp.
13231&pt30	6-57	D366-490	40,000	15,851	2.52	Shannon	Beta Zeta
13235	7-57	D337-307	16,000	12,826	1.24	Briggs	Vitatoe
13236	9-57	D369-219	24,000	6,431	3.73	Hubner	Mosebach
13204&-1	5-59	OR 54-673	39,300	12,100	3.24	Cone	Franklin
13227	7-59	OR 62-546	27,600	6,340	4.35	Epsilon Mu Zeta	Kallman
13221	2-61	OR131-250	30,000	12,075	2.48	Harper	Tassinari

TABLE 4 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft.of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			University Place (Continued)				
13209	6-61	OR144-469	$15,000	7,500	$2.00	Crown	H. Haynes
13228	7-61	OR149-449	21,500	6,340	3.39	Cox	Roberts
13256	7-61	OR151-2	9,500	6,037	1.57	Struthers	Harris
13207	11-61	OR163-413	23,000	7,744	2.97	Williams	Kinsey
13220	8-62	OR198-471	13,000	6,037	2.15	Sanders	Reber
13206	9-62	OR202-198	18,000	7,986	2.25	Coles	Gaddum
13245 etc.	1-63	OR217-183	100,000	57,281	1.74	Getzen	Zieg
13229-1	2-63	OR222-201	39,000	4,752	8.20	W. Bishop	Rountree
13230	5-63	OR233-499	45,000	12,680	3.54	Pi Kappa Phi	W. Bishop
13231	5-63	OR233-497	75,000	12,680	5.91	Sigma Alpha Ep.	W. Bishop
13235	7-63	OR237-112	30,000	12,826	2.33	Vitatoe	Zieg
13244	8-63	OR241-497	28,000	6,413	4.36	Pancoast	Gamma Theta
13223	6-64	OR280-406	25,000	6,037	4.14	Awtrey	Mutter
13242	8-64	OR281-23	34,000	12,826	2.65	Chi Delta	Zieg
13235		OR281-285	30,900	12,826	2.40	Zieg	G'ville Ins. Service,Inc.
13206	8-64	OR288-519	18,000	7,986	2.25	Gaddum	Gaddum
13229	2-65	OR314-445	137,000	16,577	8.26	W.Bishop,et al.	NW 13th St. Corp.
13216	6-65	OR329-317	74,000	7,973	9.28	Methodist Church	J. Hughes Sporting Store
13243 & 47	8-65	OR338-39	75,000	22,506	3.33	Briggs Ford	Zieg
13203	12-65	OR359-484	70,000	36,496	1.91	Elks Club	Pound
13231	1-66	OR361-209	126,500	18,150	6.97	W. Bishop	American Oil Co.
13244	2-66	OR366-163	47,000	6,413	7.32	Gamma Theta	Zieg
13219	4-66	OR381-8	33,000	18,113	2.37	Waits	Scarborough

Reference: The W. R. Thomas Real Estate Company's subdivision of a portion of the N 1/2 of SW 1/4 of Sec. 6, Tp. 10 S, R 20 E. The W. R. Thomas Real Estate Company reserves itself the fee in all the streets, as per this map and to use the same for railroad, gas, water and sewer pipes, electric light poles and wires and such other reasonable uses the said company may see fit. Dated this 10th day of December, 1909, A.D. Filed and recorded on December 10, 1909, in Plat Book "A," page 77.

TABLE 5
DATA BANK: ZONE "C_1" SUBDIVISIONS
UNIVERSITY OF FLORIDA CAMPUS PERIMETER LAND OWNERSHIP
CHANGE ANALYSIS JANUARY, 1950-JULY 1966

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			Buchholz High School Tract and Unplatted Tract to the East				
12933	4-50	D275-250	$ 6,000	6,300	$0.95	Weseman	Cruse
12933	10-64	OR296-394	6,300	6,300	1.00	Hancock	Loos
12928	12-64	OR304-445	6,000	9,800	0.61	Morris	Morris

Reference: Unplatted tracts described by metes and bounds description in SW 1/4 of Sec. 5, Tp. 10, R 20 E.

Carlisle Estate

No sales were found for the period of time under consideration.

Reference: Plat showing subdivision of J. A. Carlisle Land and Carlisle Estate in Gainesville, Florida, as filed and recorded on October 14, 1918, in Plat Book "A," page 122.

Pinkoson's Addition

No sales were found for the period of time under consideration.

Reference: Plat of Charles Pinkoson's Addition to Gainesville, Alachua County, Florida, being in the SW 1/4 of Sec. 5, Tp. 10 S, R 20 E, being a subdivision of the lands conveyed to him by Elizabeth Pinkoson and Herbert Pinkoson as shown by deed recorded respectively in Deed Books No. 58 at pages 183 and 184 and No. 65 at page 46 of the public records of Alachua County, Florida. The map was filed and recorded in June of 1913, in Plat Book "A," page 106.

TABLE 5 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			F. X. Miller's Addition				
	6-60	OR101-282	$ 5,500	5,952	$1.92	Brown	Pinkoson
	9-60	OR114-372	10,000	7,497	1.33	Voyle	Pinkoson
	3-61	OR133-375	4,000	6,720	0159	Hope	Automatic Vending, Inc.
	5-61	OR146-614	2,500	6,624	0.37	Bramwell	Williams

Reference: Map of F. X. Miller's Addition to Gainesville, Florida, as recorded in the public records of Alachua County, Florida, on September 9, 1886, in Plat Book "A," page 20.

Haile Land

No sales were found for the period of time under consideration.

Reference: A map of the Haile Land in SW Gainesville, Florida, as filed and recorded in the public records of Alachua County, Florida, on April 19, 1899, in Plat Book "A," page 54.

O. A. Porter's Addition (Lots 1-16)

pt13343	1-50	D271-347	$ 6,000	8,640	$0.69	Powell	Wise
pt13343	6-50	D276-144	11,000	13,140	0.83	Wise	Alachua City Hosp.
13337	3-50	D285-243	29,800	13,650	2.18	Scott	Scott Bldg., Inc.
13339-1	7-52	D299-174	2,500	3,145	0.79	Voyle	Puttman
13341-1	7-52	D299-176	1,300	1,700	0.76	Voyle	Canova
13346	5-60	OR 96-97	14,000	11,232	1.24	Gause	VanArman
13329	5-60	OR 96-99	15,300	8,568	1.78	Gause	VanArman
13346	1-61	OR127-365	11,300	11,232	1.00	Gause	VanArman
13331	5-61	OR141-50	15,000	10,700	1.40	Canova	Automatic Vending, Inc.

TABLE 5 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
				O. A. Porter's Addition (Lots 1-16) (Continued)			
	6-61	OR144-594	$		$	Thomas	Graham
13339&1	6-61	OR145-164	8,500	25,800	0.32	Voyle	Dell & Cummings
13336	2-62	OR169-341	6,500	17,400	0.37	Canova	Dell & Herbert
13341-1	1-62	OR169-355	12,000	1,700	7.05	Canova	Dr. Hubner
13339-1	1-62	OR170-476	8,100	14,700	0.55	Voyle	Summerlin
13339-1	7-62	OR192-582	8,000	14,700	0.54	Summerlin	Sur-Gyln,Inc.
13336	7-62	OR194-584	6,500	17,400	0.37	Thomas-Herbert	Thomas-Herbert,Inc.
ptl3335	11-62	OR209-434	5,500	4,125	1.33	Alday, et al.	Automatic Vending,Inc.
ptl3335	11-62	OR214-63	8,500	7,837	1.08	Davis	Automatic Vending,Inc.
	11-62	OR214-64				Religious Org.	Automatic Vending,Inc.
13337	6-63	OR330-358	30,000	13,650	2.19	Scott	Love
13328	8-63	OR340-90	13,900	8,568	1.62	Green	Arnam

Reference: Map showing the subdivisions of a plat of land owned by Olivia A. Porter in the S 1/2 of Sec. 5, Tp. 10 S, R 20 E, within the corporate limits of the town of Gainesville, Florida, described as follows: Commencing at the NW corner of the SW 1/4 of said Sec. 5, run thence east thirty-three chains; thence south twenty-two chains to a stake which is the place of beginning; thence N 29 feet; thence west 420 feet; thence south 634 feet; thence east 420 feet; and thence north 337 feet to the point of beginning, containing six acres more or less. For further information regarding the above described tract of land see Deed Book I, pages 364 and 365, Deed Book N, pages 836 and 837, and Deed Book L, page 553 of the public records of Alachua County, Florida. Map filed for record, April 20, 1894, in Plat Book "A," page 43.

TABLE 5 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			University Heights				
	Blocks 1, 6, and 7; Lots 10 and 11 of Block 2 and Lots 20-24 of Block 5						
	9-54	D322-232	$ 8,500	18,000	$0.47	Rutherford	Sullivan
ptl3274	5-56	D348-278	10,800	6,250	1.72	Fla.Nat.Bank of Jax.	Brill
13101	4-59	OR 51-73	12,000	18,000	0.66	Sullivan	Wolf
ptl3107	7-59	OR 60-605	77,000	18,000	4.27	Wolf	Pruett

Reference: Mortgage Book 104, page 10, and map of University Heights being a portion of the SW 1/4 of Sec. 5, Tp. 10 S, R 20 E, as filed and recorded in Plat Book "A," page 99.

			University Place				
	South 1/2 of Block 6, all of Block 7 and Lots 1 and 2 of Block 8						
13776	7-54	D350-20	$15,000	13,652	$1.09	C. Thomas	Durrance
13274	6-51	OR 30-515	11,000	19,021	0.57	Penny	Pinkoson
13280	2-59	OR 51-371	8,000	6,288	1.27	Wise	Medical Pharmacy
13281	4-60	OR 94-32	15,000	6,288	2.38	Wilson	Schwalbe
	1-61	OR139-75	23,300	6,288	3.70	Bashear	Bashear & Evans

Reference: The W. R. Thomas Real Estate Company's subdivision of a portion of the N 1/2 of SW 1/4 of Sec. 6, Tp. 10 S, R 20 E. The W. R. Thomas Real Estate Company reserves itself the fee in all the streets, as per this map and to use the same for railroad, gas, water and sewer pipes, electric light poles and wires and such other reasonable uses the said company may see fit. Dated this 10th day of December, 1909, A.D. Filed and recorded on December 10, 1909, in Plat Book "A," page 77.

TABLE 6
DATA BANK: ZONE "D" SUBDIVISIONS
UNIVERSITY OF FLORIDA CAMPUS PERIMETER LAND OWNERSHIP
CHANGE ANALYSIS JANUARY, 1950-JULY, 1966

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
				Audubon Park			
15600-31	3-50	D273-62	$11,500	10,500	$1.09	AAA Const. Co.	Beard
15600-29	3-50	D273-368	15,500	10,500	1.47	AAA Const. Co.	Phelps
15600-30	4-50	D274-117	15,000	10,500	1.42	AAA Const. Co.	Forrest
15600-30	7-50	D277-83	15,000	10,500	1.42	Forrest	Arrington
15600-14	9-50	D279-270	12,600	12,830	0.98	AAA Const. Co.	Brown
15600-27	9-50	D279-27	17,000	13,500	1.25	AAA Const. Co.	Mase
15600-22	10-50	D280-139	15,000	12,880	1.16	AAA Const. Co.	Boldt
15600-7	11-50	D281-46	16,500	14,280	1.15	AAA Const. Co.	Dobson
15600-20	11-50	D281-190	15,000	13,500	1.11	AAA Const. Co.	Hewitt
15601-28	12-50	D283-11	20,000	12,925	1.54	AAA Const. Co.	Simmons
15600-6	1-51	D283-206	17,700	12,910	1.37	AAA Const. Co.	Silbereisen
15600-15	2-51	D284-168	16,800	13,500	1.24	AAA Const. Co.	Shields
15600-4	2-51	D284-197	16,500	13,225	1.24	AAA Const. Co.	Hazeltine
15600-33	3-51	D284-492	16,000	13,210	1.21	A. A. Annis	Johnston
15600-12	3-51	D285-84	15,000	13,500	1.11	AAA Const. Co.	Ballowe
15600-13	4-51	D285-460	15,500	12,910	1.20	AAA Const. Co.	Caddis
15600-32	6-51	D287-447	15,000	10,500	1.42	Edwards	Hinkley
15600-23	11-51	D292-104	25,000	13,500	1.85	A. A. Annis	Edwards
15600-5	12-51	D293-96	18,000	25,587	0.70	Marchant	Melton
15600-13	8-52	D300-178	16,000	12,910	1.23	Cadus	Busby
pt15600-1	4-53	D307-402	15,800	92,391	0.17	A. A. Annis	St. Board of Ed.
15600-29	7-53	D310-276	15,000	10,500	1.42	Phelps	Busby
15600-20	4-54	D319-292	10,900	13,500	0.80	Hewitt	Fitzpatrick

TABLE 6 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			Audubon Park (Continued)				
15600-12	7-54	D321-257	$10,500	13,500	$0.77	Ballowe	A. A. Annis
15600-23	1-55	D328-405	23,000	13,500	1.70	Edwards	Hall
15600-23	1-55	D328-433	27,000	13,500	2.00	Hall	Babers
15600-21	5-55	D334-218	17,500	12,880	1.35	Allen	Omer
15600-2	8-55	D237-284	17,100	12,330	1.37	A. A. Annis	Kephart
15600-29	12-55	D341-472	16,500	10,500	1.57	Busby	West
15600-19	2-56	D343-396	21,500	13,500	1.59	Douglas	Ballowe
15600-8	3-57	D363-1	25,000	14,850	1.68	Edwards	McClane
15600-13	7-58	OR 21-30	15,000	12,910	1.16	Busby	Fellows
15600-22	9-58	OR 24-606	22,500	12,880	1.74	Boldt	Mullin
15601-35	1-59	OR 42-556	3,750	16,330	0.22	Jenkins	Davis
15600-13	7-60	OR104-197	20,000	12,910	1.54	Fellows	Freeman
15601-36	4-62	OR181-265	4,500	19,422	0.23	Jenkins	Leibman
15600-31	3-66	OR372-143	13,000	10,500	1.23	Kirkpatrick	Jones

Reference: Map of Audubon Park, Gainesville, Alachua County, Florida, as filed and recorded on February 11, 1948, in Plat Book "C," page 45.

			Brookwood				
15631-3	5-61	OR141-195	$30,000	41,700	$0.71	Rebel	Zell

Reference: In Sec. 8, Tp. 10 S, R 20 E, and the D. L. Clinch Grant, Gainesville, Alachua County, Florida, a map filediin the public records on February 23, 1959, in Plat Book "E," page 94.

TABLE 6 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			'D. L. Clinch Grant (Unplatted Portion)				
15632	3-60	OR 88-131	$ 6,500	93,654	$0.06	Martin	Moeller
15623-1	8-60	OR121-595	12,100	65,340	0.18	Franks	Nesdale, Inc.
15703	6-62	OR190-229	75,000	93,305	0.80	Drew	Repub. Indus., Inc.
15617	3-63	OR221-147	15,000	42,050	0.35	Young, et al.	Turner
15703-2&3	3-63	OR225-276	25,200	188,179	0.13	Alachua City	Lowry
15703-4	2-64	OR265-575	32,300	93,654	0.34	Repub.Indus.,Inc.	C. Thomas
15703-3	4-64	OR274-386	36,000	114,734	0.31	Lowry	United Conval.Hosp.,Inc
15621-1	7-64	OR284-447	7,000	22,500	0.31	Capital Enter.	Covell & Blumrich
15703-2	9-64	OR296-317	25,000	74,923	0.33	Lowry	Butler Apts., Inc.
15699-43	12-64	OR304-330	47,500	407,721	0.16	Std.Fert. Co.	Pozin
15703-5	4-65	OR318-380	22,700	65,340	0.34	Repub.Indus.,Inc.	C. Thomas
15620	11-65	OR352-360	65,000	43,100	1.50	W. Bishop	Station Devel. Co.
15637	3-66	OR373-293	40,000	435,600	0.09	Crowe	Cash, et al.
15621	7-66	OR392-404	10,000	17,840	0.56	Cleveland	VanWinkle

Reference: Prior to acquisition by the United States, large tracts of land in the area later to become Florida were granted by the sovereign to individuals. These titles were later honored by the United States. The D. L. Clinch Grant is such an area of land. A portion of the D. L. Clinch Grant lands lies in the NE 1/4 of Sec. 7, the NW 1/4 of Sec. 8, and the SW 1/4 of Sec. 8, Tp. 10, R 20 E, and are involved in this study. Legal descriptions are given by metes and bounds which may refer to the original grant boundaries, section lines or past or existing roads. Reference must be made to a section map of the area.

Tumblin Creek

A search of this subdivision was omitted because of the special nature of its development which makes it atypical of a campus fringe development.

TABLE 7
DATA BANK: ZONE "E" SUBDIVISIONS
UNIVERSITY OF FLORIDA CAMPUS PERIMETER LAND OWNERSHIP
CHANGE ANALYSIS JANUARY, 1950-JULY, 1966

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			Golf View Estates				
6490-90	4-50	D274-391	$22,000	19,200	$1.45	Candall	Brohm
6460-85	8-50	D278-272	10,000	9,600	1.04	Tassinari	Caddis
6460-86	8-50	D278-274	10,000	9,600	1.04	Tassinari	Mitchell
6460-13	11-50	D280-443	11,500	9,400	1.22	Tomkins	W. Bishop
6460-84	11-50	D284-51	13,000	12,800	1.01	Bower	Spache
6460-14	6-51	D287-453	11,000	8,200	1.34	Robbins	Robbins
6460+	7-51	D289-209	5,000	26,100	0.15	Clover	Brower
6460-56	10-51	D291-46	14,100	7,500	1.88	Bower	Jones
6460+	4-52	D298-49	20,000	18,600	1.07	Bower	Boyd
6460-85	7-52	D299-266	11,200	9,600	1.16	Caddis	Denny
6460-19	10-52	D302-73	1,200			Alachua Cty. Abs.	Jacunski
6460+	12-52	D307-370	30,000	29,600	1.01	Fearney	Crist
6460+	6-54	D321-96	19,000	8,320	2.28	Good	Bergman
6460-77	10-54	D325-358	15,000	9,600	1.56	Stubbs	Miles
6460-81	2-55	D330-141	3,200	11,500	0.27	Crist	Cleary
6460-81	6-55	D336-51	33,500	11,500	2.91	Cleary	Buswell
6460-26	8-56	D353-40	26,800	11,000	2.43	Bohannon	Hart
6460-41	1-57	D360-145	20,000	7,300	2.73	Furst	Allen
6460-101	3-57	D363-101	16,000	9,200	1.73	Draper	Nielson
6460-4	6-57	D366-442	17,000	13,200	1.28	Forbes	VanWinkle
6460-5	7-57	D367-208	27,500	14,800	1.85	Thomas	Moon
6460-66'	8-57	D369-281	18,000	7,080	2.54	Stubbs	Torter
pt6460-53	1-58	OR 1-134	6,000	9,400	0.63	Std. Fert. Co.	Rudderman
6460-27	10-58	OR 35-243	23,500	11,000	2.13	Wise	Ruffin
6460-68	2-59	OR 47-182	31,500	15,300	2.05	Richart	Rocca

TABLE 7 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			Golf View Estates (Continued)				
6460-90	3-59	OR 49-130	$30,000	19,200	$1.56	Brohm	Gillette
6460-13	6-59	OR 57-49	3,500	8,700	0.40	Gray	Riggs
6460-pt	5-59	OR 57-399	12,000	30,000	0.40	Silverman	Bracher
6460-30	8-59	OR 66-334	18,500	8,715	2.12	Chase	Miracle
6460-56	2-60	OR 87-489	17,500	6,200	2.82	Jones	Evans
6460-12	3-60	OR 91-295	24,500	12,000	2.04	Bracter	Wiltshire
6460-90	5-60	OR 96-217	30,000	19,200	1.56	Gillette	J. Edwards
6460-97	5-60	OR 99-633	30,000	17,300	1.73	Powell	Ward
6460-82	7-60	OR103-645	17,400	9,000	1.93	Bradbury	Downs
6460-55	7-60	OR105-405	15,400	9,000	1.71	Sweth	Barkley
6460-65	10-60	OR113-402	6,500	7,080	0.91	Hiatt	Kincaid
6460-32	10-60	OR116-566	15,000	12,600	1.19	Hill	Fielding
6460-55	12-60	OR122-197	20,200	9,000	2.22	Barkley	Bennett
6460-21	1-61	OR125-540	12,500	7,500	1.66	Read	Fla. Tile & Roof, Inc.
6460-82	3-61	OR134-431	16,800	9,000	1.86	Downs	R.Jennings
6460-21	3-61	OR135-417	12,500	7,500	1.66	Fla.Tile,Roof,Inc.	Hartman
6460-70	5-61	OR141-488	28,000	11,800	2.37	Baumstein	St. Board of Ed.
6460-21	1-62	OR170-609	12,600	7,500	1.68	Hartman	Guiteras
6460-77	4-62	OR182-462	16,000	9,600	1.66	Miles	Methodist Church
6460-27	5-62	OR184-15	25,300	11,000	2.30	Ruffin	M. M.Parrish
6460-56	6-62	OR191-296	17,000	7,500	2.26	Evans	Grimes
6460-66	8-62	OR198-144	18,700	7,080	2.64	Tater	Draper
6460-94	9-62	OR201-585	52,500	23,680	2.21	Browne	Harrison
6460-90	9-62	OR201-590	37,500	19,200	1.95	J. Edwards	Cowles
6460-21	8-62	OR206-55	12,500	7,500	1.66	Harper	Fordyce & Assoc.
6460-121	10-62	OR210-115	25,000	23,888	1.04	Simmons	F. Arnold
6460-13	12-62	OR212-27	11,000	8,700	1.26	W. Bishop	Holloway
6460-101	9-62	OR213-325	16,000	9,200	1.73	Nielson	Skelley

TABLE 7 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			Golf View Estates (Continued)				
6460-100	5-63	OR229-489	$13,600	7,000	$1.94	Harper	Gore
6460-57	6-63	OR234-532	19,000	18,600	1.02	Armour	Myking
6460-27	10-63	OR250-97	26,500	11,000	2.40	M. M.Parrish	Scarborough
6460-90	4-64	OR275-149	32,000	19,200	1.38	Cowles	Stater
6460-14	10-64	OR297-454	17,500	8,200	2.13	Robbins	M. M. Parrish
6460-12	1-65	OR312-325	26,000	12,000	2.16	Wiltshire	Jacunski
6460-25	4-65	OR319-375	22,500	15,000	1.50	Jacunski	Edwardson
6460-26	9-65	OR344-166	26,500	11,000	2.40	Hart	Brown
6460-66	9-65	OR345-156	18,700	7,080	2.64	Draper	Miller
6460-109	11-65	OR353-284	29,300	18,125	1.61	Man	Freeland
6460-21	3-66	OR371-82	10,000	7,500	1.33	Guiteras	Jacunski
6460-14	4-66	OR383-149	17,000	8,200	2.07	M. M. Parrish	Peck

Reference: Situated in SE 1/4 Sec. 1, Tp. 10 S, R 19 E, Alachua County, a resubdivision of Golf View as recorded in Plat Book "A," page 163. The current map was filed in February, 1966, in the public records in Plat Book "B," page 88.

TABLE 8
DATA BANK: ZONE "F" SUBDIVISIONS
UNIVERSITY OF FLORIDA CAMPUS PERIMETER LAND OWNERSHIP
CHANGE ANALYSIS JANUARY, 1950-JULY, 1966

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
				Annis Terrace			
6446-17	4-50	D274-428	$ 8,500	11,700	$0.72	Southall	McIntosh
6446-39	7-50	D277-393	7,900	10,400	0.75	Pecock	Darnell
6446-12	8-50	D278-356	9,500	9,700	0.97	Lee	Abbot
6446-39	8-50	D278-406	9,000	10,400	0.86	Darnell	Bennet
6446-10	11-50	D281-119	8,000	9,700	0.82	Dobson	A. A. Annis
6446-1	12-50	D281-359	9,500	10,000	0.95	McCollister	Wallace
6446-18	3-51	D284-421	8,800	11,300	0.77	Decourcy	Ray
6446-5	4-51	D286-248	8,700	9,800	0.88	Elder	Underwoot
6446-16	3-51	D287-455	9,000	9,700	0.92	Milgram	Cone
6446-9	6-51	D288-315	9,300	9,700	0.95	Amos	Carley
6446-22	8-51	D290-70	9,000	9,900	0.90	Shirley	McCullough
6446-22	9-51	D290-478	9,000	9,000	0.90	McCullough	Fordyce
6446-3	12-51	D294-335	10,100	9,800	1.03	Bassett	Philpott
6446-38	6-51	D294-470	6,600	10,400	0.63	Highland Ct., Inc.	Jay
6446-14	6-52	D298-297	7,500	10,900	0.68	Sanwald	Jones
6446-4	6-52	D299-117	7,000	9,900	0.77	Beck	Nickerson
6446-22	8-52	D300-221	10,300	9,900	1.04	Fordyce	Picou
6446-15	3-53	D306-434	10,000	9,700	1.03	Johnson	Wilkes
6446-6	8-53	D310-299	10,000	9,700	1.03	Gallop	Pope
6446-7	2-53	D315-11	8,500	9,700	0.87	H. Edwards	Calhoun
6446-19	12-53	D315-49	8,800	10,500	0.83	H. Edwards	Peters
6446-40	10-54	D325-33	8,700	10,400	0.83	Highland Ct., Inc.	Jaggi
6446-36	12-54	D327-499	9,500	10,400	0.91	Highland Ct., Inc.	Nalbach

TABLE 8 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			Annis Terrace (Continued)				
6446-31	12-54	D328-120	$10,000	10,300	$0.97	Bennet	Alberi
6446-39	2-55	D330-7	9,300	10,400	0.89	Browning	McCoy
6446-36	2-55	D330-179	9,500	10,400	0.91	Nalbach	Totom
6446-36	2-55	D330-232	10,000	10,400	0.96	Totom	Thomstorff
6446-14	6-55	D335-25	10,200	10,900	0.93	Jones	Luther
6446-5	9-55	D337-360	7,300	9,800	0.74	Vandervoot	McCoy
6446-8	1-56	D337-434	8,000	9,700	0.82	Durden	Chotas
6446-13	2-56	D343-315	11,300	9,700	1.16	Chotas	Hodges
6446-21	2-56	D343-398	8,700	9,900	0.87	May	North
6446-17	2-56	D344-496	9,900	11,700	0.84	McIntosh	Montesano
6446-32	3-56	D346-407	10,000	10,400	0.96	Edgar	Cooley
6446-24	10-56	D350-421	10,500	7,400	1.41	Schultz	Bass
	9-56	D353-326	11,700			Wallace	Campbell
6446-15	10-56	D355-158	10,800	9,700	1.13	Wilkes	Arysaia
6446-17	9-56	D355-412	12,000	9,900	1.21	Montesano	Carpenter
6446-49	3-57	D361-432	11,600	10,400	1.11	Jaggi	Delaney
6446-16	9-57	D369-432	10,000	9,700	1.03	Ellis	Carr
6446-29	6-58	OR 16-361	12,500	10,300	1.21	Bailey	Pixler
6446-25	6-58	OR 17-6	10,000	13,100	0.76	Treatte	Ring
6446-21	10-58	OR 32-587	11,500	10,300	1.11	Alberi	Wise
6446-8	12-58	OR 35-235	10,500	9,700	1.08	Caruso	Haimbach
6446-15	12-58	OR 36-166	12,000	9,700	1.34	Arpaia	Davis
6446-6	12-58	OR 38-181	12,500	9,700	1.28	Pope	Skipper
6446-38	5-59	OR 54-414	7,400	10,400	0.71	Highland Ct.,Inc.	Gay
6446-15	9-59	OR 68-43	13,000	9,700	1.34	Davis	Tuttle
6446-34	4-60	OR 96-239	14,200	10,400	1.36	Douglas	Pridgeon
6446-11	7-60	OR104-124	14,000	9,700	1.44	Cannon	Equitable Enterprises

TABLE 8 (Continued)

Tax Acc. Number	Date of Sale *	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
				Annis Terrace (Continued)			
6446-8	9-60	OR112-495	$10,500	9,700	$1.08	Haimbach	McVoy
6446-39	1-61	OR127-162	11,500	10,400	1.10	McCoy	Owen
6446-6	2-61	OR129-214	12,200	9,700	1.25	Skipper	Berry
6446-32	8-61	OR152-71	10,500	10,400	1.00	Cooley	Wilson
6446-18	8-61	OR158-367	13,000	11,300	1.15	Roy	Moseley
6446-12	1-63	OR215-479	10,500	9,700	1.08	Abbott	Morrison
6446-	6-63	OR236-335	12,900	9,700	1.32	Equitable Enter.	Gore
6446-17	7-63	OR237-490	12,000	11,700	1.08	Carpenter	Carpenter
6446-16	8-63	OR242-342	12,900	9,700	1.32	Carr	Wedel
6446-33	10-63	OR250-216	13,500	10,400	1.29	Dumbold	Humphrey
6446-18	12-63	OR256-624	13,000	11,300	1.15	Moseley	Peeler
6446-21	2-64	OR265-458	10,500	9,900	1.06	North	Noegel
6446-17	10-64	OR298-243	11,300	11,700	0.96	Carpenter	Reber
6446-13	1-64	OR360-201	12,200	11,300	1.07	Hodges	Daniels

Reference: Commence at the 1/2 mile corner on the east line of Sec. 1, Tp. 10 S, R 19 E; thence as recorded on April 27, 1964, in Plat Book "D."

*Lack of sales data for 1965 and 1966 suggests inconsistency of data rather than a lack of sales. If further use is made of these data, it would be well to investigate this inconsistency.

TABLE 8 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
				Hibiscus Park			
6449-39	2-50	D272-172	$11,000	10,000	$1.10	Harris	Silliman
*	5-50	D276-325	10,700			Bratcher	Koff
	5-50	D276-327	10,500			Bratcher	Gay
6449-46	9-50	D279-94	14,800	4,000	0.37	Gaddum	Adkinson
	8-50	D279-246	10,800			Williams	Harper
	10-50	D280-203	10,000			Williams	Dackworth
6448-25	11-50	D281-13	9,000	9,000	1.00	Douglas	King
6449-6	12-50	D281-452	9,300	12,300	0.73	Fletcher	Johnson
6448-12	2-51	D283-479	15,300	10,500	1.45	Tassinari	Aiton
6448-9	2-51	D284-19	15,000	12,000	1.25	Tassinari	Hury
6449-57	12-50	D284-55	12,100	10,200	1.18	H. Edwards	Larsen
6459-1	4-51	D286-110	18,000	12,600	1.42	Tassinari	Lovet
6458-7	2-51	D286-212	12,000	9,000	1.33	Douglas	Reddick
6448-18	6-51	D287-208	13,000	12,000	1.08	Tassinari	Crawford
6450-5	2-51	D288-224	11,500	10,500	1.09	Newsome	Perrit
6460-7	8-51	D289-184	15,000	10,500	1.42	Tassinari	Michil
6450-3	8-51	D289-430	11,400	10,500	1.08	Newsome	Gonzalez
6458-4	9-51	D290-319	9,900	10,500	0.94	Garland	Dellastatious
6449-39	7-51	D300-77	12,000	10,000	1.20	Silliman	Dellastatious
6455-9	2-53	D306-40	12,000	7,900	1.41	D. Byrd	Douglass
6455-6	3-53	D306-126	7,000	8,900	0.78	Moorman	Lee
6448-18	9-53	D311-297	17,500	12,000	1.45	Crawford	Poor
6449-57	10-53	D313-140	14,400	10,200	1.41	Larsen	Wolf
	11-53	D313-230	11,500			Koff	Sieg
6449-8	12-53	D313-179	6,600	5,000	1.32	Kallman	Chalker

*Will not plot on current plat map and is, therefore, omitted from the analysis.

TABLE 8 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			Hibiscus Park (Continued)				
	2-54	D317-41	$ 8,000		$	Christman	Turner
6449-1	6-54	D320-331	26,500	26,800	0.98	Chase	Summerlin
6460-3	7-54	D321-446	12,900	10,500	1.22	Grissom	Klein
6457-1	8-54	D322-206	10,500	8,900	1.17	Smith	Griffith
6460-7	7-54	D323-332	17,500	10,500	1.66	Michie	Emmel
6457-1	9-54	D324-64	8,800	6,000	1.46	Klein	Williams
6448-26	10-54	D326-73	15,000	9,500	1.57	Gamble	Black
6454-6	10-54	D326-232	7,000	15,800	0.44	Taylor	Hartman
6458-5	6-55	D334-241	10,300	10,500	0.98	Emondson	Miller
	6-55	D334-339	12,000			Seig	Baptist Church
6459-4	6-55	D334-427	13,800	6,000	2.30	Fenn	Hodges
pt6456-7	8-55	D336-383	5,700	10,500	0.54	Burkhim	Rhodes
	7-55	D336-331	11,000			Duckworth	Edmondson
6449-42	9-55	D338-133	14,000	7,500	1.86	Willingham	LaBeile
6457-3	12-55	D342-137	10,200	7,000	1.45	Biggs	Hargett
6448-26	1-56	D342-288	15,400	9,500	1.62	Black	Burt
6449-41	2-56	D345-246	11,500	7,500	1.53	Clary	Ward
6458-3	4-56	D347-1	16,800	10,000	1.68	Downing	Higgens
6448-14	7-56	D350-312	11,000	6,000	1.83	Tisdale	Keeter
6449-23	9-56	D354-161	15,500	15,800	0.98	Fernandez	Chenweth
6450-5	10-56	D355-61	19,800	10,500	1.88	Perritt	Crom
6459-10	1-57	D359-382	15,600	10,500	1.48	Hurst	Deck
6457-7	11-57	D360-29	10,700	7,000	1.52	Tripp	Cox
	1-57	D360-219	11,900			Edmondson	Merrill
6458-5	6-57	D365-443	10,000	10,500	0.95	Miller	Milton
6459-4	8-57	D367-431	15,000	6,000	2.50	Hodges	Guin
6448-25	9-57	D368-474	13,900	9,000	1.54	Ayers	Allen
4652-5	10-57	D370-479	11,900	7,700	1.54	Hampton	Jackson
	10-57	D371-409	13,500			Baptist Church	Moss
6452-5	8-58	OR 22-543	12,200	7,700	1.58	Jackson	Mitchell

TABLE 8 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			Hibiscus Park (Continued)				
6448-3	8-58	OR 23-200	$16,000	7,200	$2.22	Tyson	Hanson
6449-26	8-58	OR 23-249	4,200	7,500	0.56	Downing	Rushing
6448-20	9-58	OR 28-175	13,900	12,000	1.15	H. Edwards	Okun
6457-6	2-59	OR 44-26	13,000	6,800	1.91	Jonnston	Stubbs
6455-12	3-59	OR 47-336	8,600	10,500	0.81	Musk	Allen
6452-5	2-59	OR 48-40	12,100	7,700	1.57	Mitchell	Jones
6452-6	3-59	OR 48-546	10,200	7,700	1.32	Cooper	Jones
	3-59	OR 49-107	15,500			Moss	Hall
6449-23	3-59	OR 50-362	16,200	15,800	1.02	Chenweth	Jones
6457-1	4-59	OR 55-334	12,900	7,000	1.84	Williams	French
6452-3	5-59	OR 56-550	9,000	7,700	1.16	Turner	Hogan
6457-2	6-59	OR 60-189	13,500	6,900	1.95	Stubbs,Inc.	Snell
6449-39	7-59	OR 63-16	11,500	10,000	1.15	Dellastatious	Goodwin
6448-26	7-59	OR 63-649	16,500	9,500	1.73	Burt	Frerking
6457-6	8-59	OR 66-691	13,300	6,800	1.95	Stubbs	Jantzen
6457-3	1-60	OR 83-557	9,600	7,000	1.37	Hargett	Jensen
6455-6	7-60	OR104-214	11,800	8,900	1.32	Lee	Schroder
6459-1	7-60	OR105-770	19,000	12,600	1.50	Lovett	Jones
6448-20	12-60	OR121-331	17,800	12,000	1.48	Okum	Johnston
6457-3	12-60	OR123-158	11,500	7,000	1.64	Jensen	Swilley
6448-9	3-61	OR133-369	16,500	12,000	1.37	Hury	Laskey
6448-3	5-61	OR141-461	11,700	3,200	1.62	Hutson	Hanson
6449-12	7-61	OR150-68	14,200	12,800	1.10	Kelley	Yaun
6458-5	8-61	OR154-50	11,600	10,500	1.10	Pafford	Stubbs
6460-7	8-61	OR158-614	16,800	10,500	1.60	Emmel	Teoktisto
6448-7	3-62	OR179-530	11,500	12,000	0.95	Quackenbush	Martin
6449-17	4-62	OR183-526	15,000	21,000	0.71	Walker	Edmondson
6457-3	5-62	OR187-561	9,000	7,000	1.28	Jensen	Bellman
6448-18	6-62	OR190-91	17,000	12,000	1.41	Poor	Winyall

TABLE 8 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			Hibiscus Park (Continued)				
6448-26	8-62	OR198-425	$15,000	9,500	$1.57	Frerky	Chubb
6456-1	9-62	OR199-283	11,800	8,500	1.38	Warfee	Johnston
6448-3	9-62	OR200-395	13,000	7,200	1.80	Hanson	Imeson
6457-1	10-63	OR203-620	12,200	7,000	1.74	French	Fraser
6458-5	2-63	OR221-156	11,000	10,500	1.04	Stubbs, Inc.	Nixon
6448-25	1-63	OR224-37	15,000	9,000	1.66	Couturier	Dillion
6457-5	3-63	OR224-206	8,800	7,000	1.25	Smith	Schooley
6449-41	11-63	OR226-339	11,000	7,500	1.46	Ward	Skuce
6455-4	6-63	OR236-300	10,000	9,500	1.05	Schroder	Schroder
6457-2	8-63	OR245-470	12,000	6,900	1.73	Snell	Smith
	9-63	OR245-593	11,500			Gay	Mounts
6460-5	10-63	OR250-119	14,500	10,500	1.38	B. Bishop	H. Inc.
6457-7	9-63	OR250-378	9,800	7,000	1.40	Cox	Bailey
6449-27	12-63	OR255-399	17,500	7,500	2.33	Hendricks	Hough
6454-4	1-64	OR259-606	13,000	12,000	1.08	Flanagan	Goodwin
6448-20	1-64	OR261-74	18,750	12,000	1.56	Johnston	Penelope
6457-1	8-64	OR290-84	11,400	7,000	1.26	Fraser	Browning
6457-7	8-64	OR290-238	9,900	7,000	1.41	Bailey	Theoktist
6458-5	8-64	OR293-80	11,500	10,500	1.09	Chickenburger	Lemons
6448-15	12-64	OR309-425	17,500	12,000	1.45	Winyall	Lynch
6448-28	2-65	OR313-552	19,000	14,500	1.31	Hough	Llewellyn
	3-65	OR316-205	12,800			Episcopal Church	Smith
6450-3	9-65	OR335-381	12,700	10,500	1.20	Gonzalez	Morrison
6448-26	10-65	OR347-359	13,900	9,500	1.46	Chubb	Shaeper
6449-14	4-66	OR376-282	10,500	12,800	0.82	Yaun	Torode

Reference: Beginning at the SW corner of a lot, formerly owned by Mrs. Whetstone, which point is located at the center of the public road leading west from Gainesville, Florida, all being in the W 1/2 of the E 1/2 of Sec. 1, Tp. 10 S, R 19 E, containing 37 and 3/10 acres, more or less. The map was filed in the public records in November, 1925, in Deed Book "B," page 35.

TABLE 8 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
				Palm Terrace			
6447-21	9-50	D278-454	$15,800	9,500	$1.66	Finerin	Hook
pt6447-41	2-51	D283-400	10,800	10,200	1.05	Hamilton	Long
6447-17	4-51	D286-337	12,000	6,400	1.87	Thornton	Lustingter
6447-29	5-51	D287-23	13,000	10,200	1.27	Worchester	Hagenbach
6447-44	5-52	D297-462	1,200	9,500	1.26	Graham	Umstead
6447-9	6-52	D298-319	12,500	9,500	1.31	Jones	Haven
6447-21	3-53	D306-499	18,000	9,500	1.89	Hook	Johnston
6447-21	8-54	D324-241	21,400	9,500	2.25	Johnston	Gilliland
6447-15	1-55	D328-493	8,800	9,500	0.92	Lee	Boyd
6447-15	3-55	D332-256	9,800	9,500	1.03	Boyd	Auet
6447-19	7-55	D336-9	21,500	18,900	1.13	Conyers	Brush
6447-4	8-57	D368-79	15,000	18,900	0.99	O'Neal	Burgess
6447-43	9-57	D369-201	25,000	8,700	2.87	Umstead	Colson
6447-15	10-58	OR 30-152	12,500	9,500	1.31	Wyman	Murphy
6447-9	11-59	OR 76-488	8,500	9,400	0.90	Armour	Faulkner
6447-30	12-61	OR170-18	16,000	12,300	1.30	Lawrenson	Cowden
6447-8	8-62	OR198-11	10,000	9,400	1.17	Faulkner	Love
6447-4	9-62	OR203-630	16,000	18,900	0.84	Burgess	Hegen
6447-6	11-63	OR253-605	4,900	9,500	0.51	Ritchey	Ramsey
6447-50	7-65	OR333-438	10,000	25,650	0.38	Shannon	Adams
6447-30	10-65	OR346-280	15,500	12,300	1.26	Cowden	Briggs
6477-1	5-66	OR382-131	35,000	6,200	2.16	Shea	Carson

Reference: In E 1/2 of E 1/2 of Sec. 1, Tp. 10 S, R 19 E. The plat corrects of plat of Palm Terrace recorded in Plat Book "A," page 139 1/2. The current plat map was recorded on March 31, 1925, in Plat Book "A," page 129B.

TABLE 8 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			University Park				
6443-5	4-50	D274-321	$13,500	13,400	$1.00	Newsome	Raborn
6443-6	4-50	D274-323	12,500	8,600	1.45	Newsome	McCoy
6443-4	4-50	D274-387	13,100	8,000	1.63	Newsome	Eggert
6445-4	4-50	D275-79	17,600	9,300	1.89	McDonald	Kallman
6443-10	7-50	D277-89	1,000	10,100	0.09	Nalbach	Tassinari
6443-10	1-51	D283-47	9,800	10,100	0.97	Tassinari	Newins
6441-2	1-51	D284-305	1,900	12,700	0.14	Payne	Brower
6441-2	3-51	D284-339	2,000	12,700	0.15	Brower	Luck
6444-5	3-51	D285-19	12,900	11,900	1.08	Bryant	Battle
6443-10	3-51	D285-283	15,000	10,100	1.48	Newins	Hughes
6445-1	5-51	D286-440	22,000	23,400	0.98	Thompson	Arnow
6444-13	3-53	D306-206	17,000	11,700	1.45	Mason	Frown
6443-6	6-53	D309-235	13,200	8,600	1.53	McCoy	Nalbach
6433-8	8-53	D310-249	10,500	10,500	1.00	Nalbach	Ivey
6441-2	8-54	D323-426	17,500	12,700	1.37	Luck	Means
	12-54	D327-318	7,000			Smith	Hall
	12-54	D328-136	6,900			Smith	Hall
6444-7	6-55	D334-421	18,500	11,000	1.54	Pralle	Gilcreas
6444-1&2	3-56	D346-198	6,000	24,200	0.24	Beaty	Stills
pt6444-2	7-56	D352-472	3,800	12,800	0.26	Stills	Eibner
6444-13	10-56	D356-414	14,000	11,700	1.19	Brown	Markham

TABLE 8 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			University Park (Continued)				
6444-10	3-57	D362-7	$33,000	18,800	$1.75	Mason	Deurloo
6443-10	6-57	D368-234	16,000	10,100	1.58	Ream	Storm
6442-2	3-58	OR 9-448	17,500	7,700	2.25	Means	Row
6444-1	9-58	OR 28-248	20,000	12,800	1.56	Ridgway	Ryan
	7-60	ORl50-534	4,400			Dakos	Ellwood
6443-2	8-61	ORl51-464	24,000	19,500	1.23	Stephens	Stringfellow

Reference: The subdivision was developed in two units during 1926, both lying in the NE 1/4 of the SE 1/4 of Sec. 1, Tp. 10 S, R 19 E. A map of Unit No. 1 was filed in February, 1926, in Plat Book "B," page 61 and Unit No. 2 in Plat Book "B," page 75. There was a replat of Block "1" as recorded on May 22, 1928, in Plat Book "C," page 76, and of Block "B" as recorded on August 16, 1947, in Plat Book "D," page 35.

TABLE 9
DATA BANK: ZONE "G" SUBDIVISIONS
UNIVERSITY OF FLORIDA CAMPUS PERIMETER LAND OWNERSHIP
CHANGE ANALYSIS JANUARY, 1950-JULY, 1966

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			Elizabeth Place				
6040-7	6-50	D276-398	$ 4,300	54,200	$0.07	Shands	McFerrin
6040-14	6-50	D276-424	4,500	50,800	0.08	Shands	Welch
6040-19	7-50	D277-16	6,000	40,800	0.14	Shands	Hartman
6040-12	7-50	D277-263	4,500	57,900	0.07	Shands	Dauer
6040-17	11-50	D281-113	3,000	67,000	0.04	Shands	Gertner
6040-13	3-51	D284-482	4,000	52,300	0.07	Shands	Wimberly
6040-15	9-51	D290-46	4,800	98,300	0.04	Shands	Fenn
6040-9	4-52	D297-168	4,000	86,000	0.04	Shands	Winston
6040-18	2-53	D305-245	3,600	54,300	0.06	Shands	Carson
6040-11	3-53	D305-445	5,300	45,500	0.11	Shands	Maars
6040-10	5-53	D314-487	5,800	84,000	0.00	Funk	Hammon
6040-12	8-57	D367-441	10,000	57,900	0.17	Dauer	Tench
6040-11	2-58	OR 3-472	50,000	45,500	1.09	Mears	Philpott
6040-13	6-64	OR302-341	30,000	53,200	0.56	Wimberly	Steadham

Reference: Commence at the SE Corner of NE 1/4 of Sec. 1, Tp. 10 S, R 19 E; thence run north 2003.5 feet; thence west 260 feet; thence S3°39'W 511.45 feet; thence S86°36'W 706.3 feet; thence S4°17'W 140.7 feet; thence south 1275 feet; thence east 3641.4 feet; thence S61°32'E 40.4 feet; thence S54°26'E 39.6 feet; thence east 577.5 feet to point of beginning. All being and lying in the NE 1/4 of Sec. 1, Tp. 10 S, R 19 E, Alachua County, Florida, as per map recorded May 31, 1950 in Plat Book "D," page 76.

TABLE 10
DATA BANK: ZONE "H" SUBDIVISIONS
UNIVERSITY OF FLORIDA CAMPUS PERIMETER LAND OWNERSHIP
CHANGE ANALYSIS JANUARY, 1950-JULY, 1966

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			Edwards Estates				
14823-8	1-57	D360-275	$ 6,500	17,400	$0.37	H. Edwards	Lasley
14823-9	8-57	D368-81	28,500	17,400	1.63	Contractors Supp.	Otis
14823-3	1-58	OR 1-341	6,000	16,900	0.35	H. Edwards	McInnis
14823	3-58	OR 12-570	6,000	16,900	0.35	H. Edwards	McDonald
14823-1	7-58	OR 19-579	6,900	17,300	0.39	Gratz	C. Thomas
14823-4	8-58	OR 23-398	33,500	16,900	1.98	C. Thomas	F. Thomas
14823	10-58	OR 31-455	7,300	16,900	0.43	McDonald	Hury
14823-6	3-59	OR 50-395	7,500	16,900	0.44	H. Edwards	Carter
Reference:	The N 1/2 of Lots 15 and 16, Voyles Survey of Spencer Plat, 1956.						
			Ferndale				
15136-17	3-52	D284-385	$34,000	22,500	$1.51	Jenkins	Wallace
15136-4+	3-55	D330-306	5,500	37,000	0.14	Chestnut	Brower
15136-8	8-55	D337-17	14,300	6,300	2.26	Brower	J. Thomas
15136-5	12-55	D342-147	14,500	6,300	2.38	J. Thomas	Agoes
15136-1	9-57	D369-221	5,000	14,000	0.35	Dunwoody	Lowry
15136-13	8-58	OR 24-80	14,000	4,500	3.11	Cooper	Smith
15136-15-1	7-59	OR 61-288	7,500	12,600	0.59	Jenkins	Woodward

TABLE 10 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			Ferndale (Continued)				
15136-9	3-60	OR 88-47	$19,800	12,600	$1.57	Laing	Jones
15136	4-61	OR137-180	4,000	7,000	0.57	Pritchett	Guy
15136-15-2	6-61	OR145-285	4,000	10,400	0.38	Jenkins	Smith
15136-8	8-62	OR195-162	16,500	6,300	2.61	Haber	Robinson
15136-15	1-63	OR218-133	4,500	10,400	0.43	Jenkins	Smith
15136-9	10-65	OR345-429	21,000	12,600	1.66	Jones	Lozzo
Reference: A subdivision of Lot 9 of Spencer Tract, 1941.							
			Hilldale				
15101+	3-51	D285-343	$35,600	44,850	$0.79	Hill	Winn
	3-51	D285-369				Hill	Winn
15103	1-55	D330-471	22,000	13,000	1.69	Dunwoody	Eggert
15102	9-59	OR 73-434	26,500	18,100	1.46	Blitch	Blanford
15102	6-61	OR145-256	32,500	18,100	1.79	Blanford	Bartley
Reference: A subdivision of Lots 15 and 16, Voyles Survey of Spencer Plat, 1938.							
			Pinedell				
15124	12-50	D281-363	$ 3,000	18,200	$0.16	Dell	Wiles
15125	11-50	D281-322	3,000	18,200	0.16	Dell	Norton
15131	12-50	D282-3	2,000	18,200	0.10	Dell	Hummel
15127	12-50	D282-37	1,800	22,000	0.08	Dell	Camp
15128	1-51	D282-458	2,800	22,000	0.12	Dell	Puckett

TABLE 10 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
			Pinedell (Continued)				
15126	4-51	D286-88	$ 3,000	18,000	$0.16	Dell	Schnell
15129	5-51	D287-134	3,000	18,000	0.16	Dell	McDonald
15128	6-52	D298-73	3,500	22,000	0.15	Puckett	Grinter
15132	5-55	D334-61	32,500	18,200	1.78	Montgomery	Purvis
15133-11	7-55	D335-112	5,000	18,200	0.27	Dell	Wadsworth
15133-11	9-55	D338-422	27,300	18,200	1.50	Wadsworth	Henry
15133-10	4-56	D346-496	5,800	18,200	0.32	Geher	Brill
15126	3-58	D347-215	24,600	22,000	1.11	Camp	Peterson
15125	11-59	OR 76-539	30,000	18,200	1.64	Harrel	Reed
	9-60	OR114-238	29,500	18,200	1.62	Stead	Conant
Reference:	Lots 13 and 14 of Voyles Survey of the Spencer Plat, 1951.						
			Spencer Plat Lot 9				
14186	12-60	OR121-237	$ 5,000	9,000	$0.55	Dakos	Schoessow
Reference:	Spencer Tract, Deed Book "J."						
			Spencer Plat Lot 10				
14820	8-52	D300-217	$27,500	11,500	$1.57	Selle	Glover
14821	10-52	D301-418	3,000	10,100	0.29	Woodson	Copeland Sausage, Co.
14822-2	5-58	OR 13-57	12,700	16,100	0.78	Hampton	Union Trust Co.
14822-2	2-63	OR219-615	8,000	16,100	0.49	Riley	Hampton
Reference:	Spencer Plat, 1951.						

TABLE 10 (Continued)

Tax Acc. Number	Date of Sale	Book & Page	Sale Price	Sq.Ft. of Land Area	Cost per Sq. Ft.	Grantor	Grantee
				Westbrook			
15122	5-51	D287-212	$14,500	14,000	$1.03	Ziegler	Crist
15122	3-56	D345-260	15,000	14,000	1.07	Crist	Chandler
15122	9-57	D369-225	17,700	14,000	1.26	Chandler	Harrison
15111	9-59	OR 70-479	21,500	10,400	2.06	Hiatt	Lepps
15105-5	10-62	OR207-515	5,500	12,100	0.45	Riley	Byrd
15119	4-63	OR225-354	4,000	9,000	0.44	Boutelle	Purser
15116-1	6-63	OR235-402	4,000	8,800	0.45	Alston	Hollinshead
15121-1	9-63	OR245-410	27,800	14,200	1.95	Riley	Saunders

Reference: Lots 10, 11 and 12 of Spencer's Survey, 1940.

BIOGRAPHICAL SKETCH

Edgar Dallas Cook, Jr. was born January 21, 1921, at Kansas City, Missouri, and was married in 1947 to the former Ethel Marie Hooper. In May, 1940, he was graduated from East High School, Kansas City, Missouri. In the ensuing years he obtained the following degrees: Associate in Science (Engineering) from the Kansas City, Missouri Junior College; Bachelor of Science in Business Administration with a major in Industrial Relations from Rockhurst College, Kansas City, Missouri, in 1959; Bachelor of Science in Business Administration with a major in Real Estate and Urban Land Studies from the University of Florida, at Gainesville, Florida. He continued his education at the University of Florida, working toward the Master of Arts in Business Administration with a major in Real Estate and Urban Land Studies, and a Ph.D. in Economics and Business Administration with a major in Real Estate and Urban Land Studies. During that period of time he was awarded a graduate fellowship for 2 years as well as graduate scholarships from the American Institute of Real Estate appraisers and the Society of Industrial Realtors.

Mr. Cook's educational program has typically been a complement to a full work schedule and school credits have often been obtained through night school, special examinations, and correspondence courses, all at the necessary times to complement a full or nearly full work schedule.

During the period from 1940 to 1945 he managed family owned properties except for a brief period in 1943 when he served and was honorably discharged from the U. S. Army. He then served in war work until the end of World War II.

From 1945 until 1960 he was successfully self-employed in the general field of real estate, devoting much of his time to property management of his own and family-held property. During 1945 to 1960 he also operated his own building construction business; was active in the field of property valuation; held a Missouri real estate license; and was associated with Fortney Realty and Butler Realty, both of Kansas City, Missouri.

In 1960 Mr. Cook became an associate in the firm of Appraisal Associates and still holds that associationship. The firm serves nationwide in the field of valuation and urban studies. In this association he has completed or been involved in projects in a large number of the states of the United States including projects in Missouri, Kansas, Nebraska, Iowa, Kentucky, Tennessee, North Dakota, South Dakota, Washington, Florida, and Indiana.

Mr. Cook holds a private pilot's license, a Florida real estate license, a journeyman's carpenters' rating, has held a journeyman's machinist rating, and is a member of The American Institute of Real Estate Appraisers, Florida Chapter No. 2.

This dissertation was prepared under the direction of the chairman of the candidate's supervisory committee and has been approved by all members of that committee. It was submitted to the Dean of the College of Business Administration and to the Graduate Council, and was approved as partial fulfillment of the requirements for the degree of Doctor of Philosophy.

August, 1967

Dean, College of Business Administration

Dean, Graduate School

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